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AGREEMENT

between

YOUNGSTOWN STATE UNIVERSITY

and

**YOUNGSTOWN STATE UNIVERSITY
ASSOCIATION
OF
PROFESSIONAL/ADMINISTRATIVE STAFF**

Effective

July 1, 2015 through June 30, 2018

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ARTICLE 1
AGREEMENT and RECOGNITION

1.1: This is an Agreement between Youngstown State University (hereinafter referred to as the University or YSU or the Administration) and the Youngstown State University Association of Professional/ Administrative Staff, an affiliate of the National Education Association and the Ohio Education Association (hereinafter referred to as the YSU-APAS or the Association).

1.2: The purpose of this Agreement is to set forth the understanding between the parties as to the terms and conditions of employment of members of the bargaining unit specified herein. The parties reaffirm their mutual belief in and acceptance of good faith collective bargaining as a means of pursuing their mutual goals of excellence in education and academic standards.

1.3: This Agreement shall constitute the sole and entire Agreement between the parties with respect to matters set forth herein. All personnel policies or practices in conflict with the provisions hereof are discontinued.

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

1.5: Recognition: The University hereby recognizes the Association as the exclusive representative of the members of the bargaining unit defined within Article 2 of this Agreement, in accord with Ohio Revised Code 4117.

ARTICLE 2
SCOPE OF UNIT

2.1: The bargaining unit shall consist of those employees of the University serving in positions in the bargaining unit certified by the Ohio State Employment Relations Board (hereinafter SERB) in Case No. 90-REP-12-0318 on January 16, 1991 and year 2011 SERB Case No. 2011-REP-10-0098, as subsequently amended by order of the State Employment Relations Board. The positions included in the bargaining unit are listed on Appendix A to this Agreement.

2.2: Excluded from the bargaining unit shall be all other employees of the University, all students (other than bargaining unit members enrolled in classes), all individuals who are not "public employees" as defined by Ohio Rev. Code 4117 and all employees whose employment is dependent on externally funded sources. Professional/Administrative positions excluded from the bargaining unit are listed on Appendix B to this Agreement.

2.3: If, during the term of this Agreement, a question arises concerning the bargaining unit status of one or more full-time or part-time Professional/Administrative staff members whose titles are not listed on Appendix A or B, or whose title is listed on Appendix A or B, but whose duties and responsibilities have changed significantly during the term of the Agreement, the parties will meet to discuss the matter before submitting the issue to the Ohio State Employment Relations Board for a final and binding determination of bargaining unit membership. If the University and the Association do not agree upon the status of a Professional/Administrative Staff member whose responsibilities and duties have changed significantly during the term of the Agreement, the staff member's bargaining unit status will remain unchanged until a final and binding determination by the Ohio State Employment Relations Board.

2.4: Scope of Work: The University recognizes the integrity of the bargaining unit and therefore agrees it will not take any action, either arbitrary or capricious in nature, against the bargaining unit in the attempt to erode the bargaining unit.

**ARTICLE 3
TERM OF AGREEMENT**

3.1: Upon ratification by the parties, this Agreement shall become effective at 12:01 a.m. on July 1, 2015, and shall remain in effect until 11:59 p.m. on June 30, 2018.

3.2: Successor Agreement: On or before January 1, 2018, either party may notify the other that it wishes to renew or modify this Agreement. In this event, the parties shall meet no later than April 1, 2018, to negotiate with respect to a successor Agreement.

**ARTICLE 4
SALARIES**

4.1: Salary Increases: All bargaining unit members shall receive the following increases:

A) Effective July 1, 2015 through June 30, 2017 the base salaries of all full time and part time employees shall be frozen.

B) **Lump Sum Payments:** Bargaining unit members shall receive a one-time (not on the base) lump sum payment in the following amounts and under the following circumstances:

1. Should the University negotiate or implement during the term of this Agreement the conversion from the current, income-based, floor/ceiling health insurance benefits employee premium cost share formula to a flat percentage rate for all employees, then each full-time bargaining unit member paying for health insurance benefits who is in active employment or on an approved leave of absence as of July 1, 2017, shall receive a lump sum payment according to the following formula based upon the overall net savings or cost to each employee from the conversion to the 10/20 floor/ceiling and the transition to the flat percentage rate based upon 15% of the Fully Insured Equivalent:

Net Costs/Savings	Amount of Lump Sum Payment
\$1,000.00 or more net cost	\$3,000.00
\$501.00-\$999.00 net cost	\$2,000.00
\$0.00-\$500.00 net cost	\$1,000.00
\$1.00-\$500.00 net savings	\$250.00
\$500.01 or more net savings	\$0.00

Full-time and part-time bargaining unit members not paying for health insurance benefits as of July 1, 2017 shall receive lump sum payments of \$250.00 and \$125.00, respectively.

2. Should the University not negotiate or implement during the term of this Agreement the conversion from the current, income-based, floor/ceiling health insurance benefits employee premium cost share formula to a flat percentage rate for all employees, then the University shall pay a \$1,000.00 lump sum payment to each full-time bargaining unit member who is in active employment or on

approved leave of absence on July 1, 2017. Part-time employees shall receive the following pro-rated shares: .50-.74 FTE: \$500.00; .75-.99 FTE: \$750.00.

3. Payment of the lump sum shall be made on the second pay day following the later of July 1, 2017 or the ratification of both the ACE and Faculty labor agreements or the University's implementation of terms of conditions of employment following impasse in negotiations.
4. If permitted by applicable law, employees receiving a lump sum payment shall be entitled, consistent with law, to defer all or a portion of the lump sum payment to a 403(b) deferred compensation account.

4.2: Salary Ranges: Salaries of full-time twelve (12)-month positions in the bargaining unit shall be subject to the salary minima and maxima reflected in the Salary Ranges which appear in Appendix C. Salaries of full-time ten (10)-month positions in the bargaining unit shall be subject to salary minima and maxima that are 10/12 of the ranges printed in Appendix C. Salaries of full-time nine (9)-month positions in the bargaining unit shall be subject to salary minima and maxima that are 9/12 of the ranges printed in Appendix C. A list reflecting the Salary Ranges to which full-time positions in the bargaining unit are assigned appears in Appendix D to this Agreement. Any bargaining unit member who has achieved or exceeded the salary maxima for his or her salary range will also receive any and all increases in the same manner as other bargaining unit members. No bargaining unit member will be harmed.

4.3: Advanced Degree Adjustment: Full-time bargaining unit members who possess or earn a higher degree than that which is required in their position description will receive a salary adjustment of \$500 to be added to his/her base salary in the next contract year for each higher degree possessed or earned as follows: \$500 for a Master's degree and \$1,000 for a Doctorate degree. Bargaining unit members whose position descriptions require a Master's degree and who possess or earn a second Master's degree will receive a salary adjustment of \$500 to be added to his/her base salary in the next contract year. Bargaining unit members hired with the equivalent combination of education and experience in lieu of the degree required in their position description will not receive \$500 when they earn the required degree.

4.4: OPERS "Salary Reduction Pick-Up": The University will continue to administer the OPERS "Salary Reduction Pick-Up" in effect prior to the ratification of this Agreement. This means that the University will, for all members of the bargaining unit who are enrolled in OPERS, reduce their salaries by the amount of the OPERS employee contribution, and with the amount of salary reduced, pay the employee's contribution as an employer's contribution to OPERS. The "Salary Reduction Pick-Up" will be uniformly applied to all members of the bargaining unit as a condition of employment for those who are enrolled in OPERS. The "Salary Reduction Pick-Up" will be uniformly applied to all payments made by the University to all members of the bargaining unit who are enrolled in OPERS. If subsequent changes in OPERS regulations, State or federal law, or governing State or federal tax regulations nullify the "Salary Reduction Pick-Up" the "Salary Reduction Pick-Up" will cease in accordance with the revised regulations or law, and the University will have no residual obligation to members of the bargaining unit related to the "Salary Reduction Pick-Up."

4.5: Initial Appointment of Full-Time Employees: An individual may be hired at an initial salary and Salary Range assignment appropriate to the structure and grade to which he/she is appointed. The job posting shall include the entire salary range of the position. In establishing the initial salary, the University shall take into consideration, among other factors, the previous experience and the educational background of the individual being hired in keeping with the recommendations made in the 2002-2003 Salary Study, as well as the salaries of other members of the bargaining unit serving in the same structure and grade.

4.6: Pay Grade Changes: A full-time member of the bargaining unit may make a request in writing to the Chief Human Resources Officer that his/her Pay Grade assignment be re-evaluated. If the Chief

Human Resources Officer determines that a position will be moved to a higher Pay Grade, the bargaining unit member will receive a minimum five percent (5%) salary increase for each Pay Grade move upward. If it is determined that a movement within grade is to be made, the Chief Human Resources Officer will recommend a base salary adjustment ranging from one percent (1%) to five percent (5%).

4.7: Distinguished Service Program:

- A) **Selection of Recipients:** Each year, up to six (6) full-time members and one (1) part-time member of the bargaining unit shall be granted a Distinguished Service Award in recognition of outstanding performance of their duties. Effective July 1, 2017, the maximum number of awards shall be increased to twelve (12) full-time and two (2) part-time members. The recipients shall be selected by a three (3) member Distinguished Service Committee, which shall be chaired by the President of the University or his/her designee, with one member designated by the President of YSU-APAS, and the third member designated by the first two members.
- B) **Full-time Bargaining Unit Member Eligibility:** Full-time Bargaining unit members must have three (3) complete years of University service by March 1 of the selection year. A complete year of service will be credited provided the individual serves a minimum of three-fourths (3/4's) of the normal contract year, exclusive of extended sick leave and leave without pay. Criteria for award eligibility are delineated in Appendix M to this Agreement.
- C) **Part-time Bargaining Unit Member Eligibility:** Part-time bargaining members must have completed the equivalent of three (3) years of University service within the bargaining unit by March 1 of the selection year (i.e., .50 FTE bargaining unit members would be eligible after six (6) years of service). A year of service will be credited provided the individual serves a minimum of three-fourths (3/4's) of the normal contract year, exclusive of extended sick leave and leave without pay; if the bargaining unit member is under contract for less than twelve (12) months each year, the years of service will be prorated. For example, if an employee worked nine (9) months each year at .75 FTE for five years, he/she would receive $[(.75 \times 9/12) \times 5] = 2.81$ years of credit.
- D) **Nominations:** Candidates for the Distinguished Service Award may be nominated by a YSU student, a YSU employee, the employee's supervisor, or a YSU alumnus/alumnae. However, an employee may not nominate himself/herself. Such nominations shall be made on a form designed by the APAS DSA Committee, and available in the Office of the Chief Human Resources Officer. Written justification for the nomination must be attached to the form. Distinguished Service Award Committee chairs are permitted to seek written input from the supervisor of all persons nominated for an award. Nominations shall be opened on December 1 and close on January 31.
- E) **Allocation of Award:** Full-time recipients of the Distinguished Service Award shall receive \$2000; a stipend of \$1000 and \$1000 added to his/her individual base salary in the next contract year. However, a full-time employee who is already at or in excess of the maximum rate of pay for his/her pay grade shall receive a full stipend of \$2000 and no additional money will be added to his/her base salary in the next contract year. A full-time employee who is almost at the maximum will be increased to the maximum in the next contract year. However, the remainder of the \$1000 will also be treated as a stipend. A part-time recipient shall receive a stipend of \$1000. A full-time bargaining unit member retiring before July 1 of the next contract year shall receive a full stipend of \$2000.
- F) **Announcement of Award:** The President of the University shall make an appropriate public announcement of the awards each year.

- G) **Frequency of Award:** There shall be no restriction on the number of times an individual may receive a Distinguished Service Award.

4.8: Pay upon Promotion or Reclassification: The move to a higher salary grade or salary increase under this Article will not affect a bargaining unit member's entitlement to any other increases in compensation that may be applicable.

4.9: Salaries for Part-time Staff: Members of the bargaining unit who are part-time staff shall be placed in the appropriate pay grade. Continuing members of the bargaining unit who are part-time staff shall receive the salary increases provided for in Section 4.1, pro-rated based on the part-time employee's FTE as defined in Section 14.1. Members of the bargaining unit who are part-time shall be paid no less than the minimum salary of their pay grade.

4.10: Supplemental Contracts: Supplemental pay for bargaining unit members will be in accord with the University's policy for Supplemental Pay for Staff (University Guidebook Number 7023.01). Copies of supplemental contracts shall be made available to the President of the bargaining unit.

ARTICLE 5 INSURANCE BENEFITS

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 bargaining unit members. 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 shall remain equivalent to or better than those provided in the certificates that are in place in Appendix D 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. As a condition of eligibility for coverage under the University's group medical and/or prescription drug plan(s) ("University Coverage"), if an employee's spouse is eligible for group medical and/or prescription drug coverage sponsored, maintained and/or provided by the spouse's current employer, former employer (for retirees), or business for self-employed individuals (other than sole proprietors) (collectively or individually, "Employer Coverage"), the spouse must enroll for at least single coverage in his/her Employer Coverage unless he/she is entitled to Medicare. 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 spouse's employer makes no monetary contribution for Employer Coverage, such plans will not be considered to be Employer Coverage. This is intended to apply to situations in which the spouse is a current employee in a business, but not 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. The requirement of subsection (a) 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 Employer Coverage.
 - c. An employee's spouse who fails to enroll in Employer Coverage, as outlined above, shall be ineligible for University Coverage.
 - d. Upon the spouse's enrollment in Employer Coverage, that coverage will become the primary plan and the University Coverage will become the secondary plan according to the primary plan's coordination of benefits and participation rules. Notwithstanding the foregoing, in the event the spouse is a Medicare beneficiary and (i) Medicare is secondary to the University Coverage, and (ii) Medicare is primary to the spouse's Employer Coverage, the University Coverage will be the primary coverage. The rules of O.R.C. §§ 3902.11 to 3902.14 shall govern the implementation and interpretation of these coordination of benefits rules.
2. **Employer Coverage.** Upon becoming eligible, the employee's spouse must enroll in Employer Coverage 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 for and enrolled in Employer Coverage. If any bargaining unit member fails to complete and submit the certification during the annual certification process, such bargaining unit member's spouse will be removed immediately from University 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 or his or her designee of a change in the eligibility the employee's spouse for Employer Coverage within 30 days of notification of such eligibility, and such false information or failure results in the provision of University Coverage to which the employee's spouse is not entitled, the employee's spouse will be disenrolled from University Coverage. Such disenrollment may be retroactive to the date as of which the employee's spouse became ineligible for plan coverage, as determined by the administrator for the University Coverage. The administrator shall provide at least 30 days advance written notice of any proposed retroactive disenrollment. In the event of retroactive disenrollment, the bargaining unit member will be personally liable to the applicable University Coverage for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the University Coverage as a result of the false information or failure. Additionally, if the bargaining unit member submits false 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 are employed by YSU have the option either to be treated as only one employee, employee + one, or family, or to select individual coverage and for each to pay the single salary share of the premium. The use of the word "spouse" in this Article refers to a traditional spouse as well as a same-sex domestic partner.

7. If one spouse/domestic partner works for YSU and the other does not, the children remain on the YSU insurance. If both spouses/domestic partners work for the University, in the case of family coverage, 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: The University will offer a plan with equal to or greater coverage as the SuperMed Plus plan as detailed in Appendix G. The University shall implement any other changes recommended by the Health Care Advisory Committee and approved in accordance with Section 5.9.

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 book-let 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 shall be provided by, the Health Care Advisory Committee. The program shall include incentives for employees to participate in the program. The University will maintain current funding of the Wellness Program during the term of this Agreement.

5.2a: Premium Sharing: 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 G or such lesser percentage that the University charges to any other employees, for medical, dental, vision and prescription drug benefits.

A. Effective July 1, 2015 through June 30, 2017, employees will contribute, via payroll deduction, an aggregate of 15% of the Funding Level. 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 University and the Association 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 each July 1.

B. Notwithstanding the foregoing formula, employees shall pay no more or no less than the following percentages of the Funding Rates: the minimum will be 10% and the maximum will be 20%.

C. Effective July, 1, 2017 or such date thereafter that all University employees who receive health insurance benefits begin contributing a uniform premium payment, all bargaining unit members shall contribute fifteen (15) percent of the fully insured equivalent rate for their subscriber selection.

D. Payments shall be deducted in equal amounts from each eligible bargaining unit member's semi-monthly paychecks.

5.2b: Office Visit Co-pay: For the duration of the Agreement, the co-pay for office visits will be \$15.00 per visit. Office visits exempt from co-pay shall remain exempt for the duration of the Agreement.

All Preventive Care visit(s) shall be exempt from office visits co-pays. (e.g. mammographies, PAP, PSA, etc., see Appendix G.)

5.3: 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 benefit levels not less than those in the predecessor Agreement.

5.4: 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 benefit levels not less than those in effect as in the predecessor Agreement.

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

5.6: Prescription Coverage: The University will maintain a prescription drug program detailed in Appendix G.

5.7: 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.

5.8: Right to Alter Carriers: The University has the right to self insure, fully 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.

5.9: Health Care Advisory Committee (HCAC): The University and the Association support the establishment of the University Health Care Advisory Committee, as provided for in the Health Care Advisory Committee Policy and Guidelines. The HCAC shall recommend options that are mutually beneficial to employees and the University. The Association representatives to the HCAC shall consult their governing bodies prior to proceeding with any recommendations. Where a recommendation would alter the terms of the collective bargaining agreement a draft Memorandum of Understanding (MOU) will be presented to the chief negotiators of the Administration and the Association for proper processing.

5.10: Section 125 and Premium Pass-Through Benefits: The University shall 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 for the duration of this Agreement. Employee contributions under Section 125 shall also be made by payroll deduction up to the maximum of \$5,000.00 per account. An individual selecting this plan shall participate in the plan from January 1 to December 31.

5.11: Life Insurance — Retirees Conversion Policy: Bargaining unit members who retire with ten (10) or more years of University service are eligible for a convertible life insurance policy through the carrier as of the date of their retirement (rounded to the nearest multiple of \$1,000) to a maximum of \$75,000. Such policy for a retiree will not include accidental death and dismemberment insurance.

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 (2.5) times the bargaining unit member's annual salary. Each bargaining unit member's group term life insurance shall be subject to a cap of \$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 employee 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 Care 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 STAFF DEVELOPMENT LEAVES/STAFF DEVELOPMENT

6.1: Staff Development Leaves: For each of the fiscal years of this Agreement, the University will support a minimum of two (2) Staff Development Leaves for full-time members of the bargaining unit. Each leave shall be for up to twelve (12) months duration unless additional time is approved. Each leave recipient shall be paid 100% of his/her salary while on leave. The University will maintain group insurance coverage for leave recipients at the same cost the recipients would pay if they were not on leave, and all other rights and privileges shall remain in effect during the leave as though the individual were not on leave. A maximum of twenty (20) percent of one-third (1/3) of the average salary of full-time bargaining unit members, budgeted for the prior year, will be budgeted for anticipated expenses of the bargaining unit member to be incurred during the leave(s). The purpose of Staff Development Leaves shall be to permit staff members to engage in professional/educational activities that are related to their positions at the University and will serve to enhance their professional contributions to the University as staff members. Applications for Staff Development Leaves may be submitted to the University on a form made available through the office of the Chief Human Resources Officer. The Administration and the leave applicant shall make every reasonable effort to redistribute job responsibilities during the requested leave. The deadline for submitting an application shall be March 1, of each year. If March 1 falls on a Saturday or Sunday, the deadline is the next working day. Leave applicants will be interviewed by a three-member committee, with one member designated by the President of the Association, one member designated by the President of the University, and the third member designated by the first two members. The committee will forward its recommendations, including a recommended distribution of budgeted expenses, to the President of the University within thirty (30) days following the deadline for applications, and the President of the University shall announce the names of leave recipients within thirty (30) days following receipt of the committee's recommendations. The decision of the President of the University shall be final and binding.

6.2: General Provisions: A member of the bargaining unit may be granted a leave under the provisions of this Article only after he/she has been granted Continuous Service by the University. A recipient of a leave shall return to the University for a minimum of one (1) year. If the leave recipient resigns or retires from the University prior to the completion of the return period, he/she shall reimburse YSU his/her salary and budgeted expenses paid by YSU during the leave period. Leave recipients who fail to return to YSU for the specified period following completion of the leave shall be permitted to arrange a schedule of payments over a period not to exceed two (2) years. Within sixty (60) days after the completion of the leave, the bargaining unit member shall submit to the President of the University a brief written report of leave activities. Leave for more than one (1) bargaining unit member from any work area, for the same time or overlapping time period, must be approved by the department head.

6.3: Staff Development: In order to afford bargaining unit members the advantage of the staff development opportunity, any and all materials pertaining to staff professional development provided by any professional organization in which the University holds a membership (i.e., announcements of conferences, research opportunity, etc.) shall be made available to each bargaining unit member in the relevant job assignment area within a reasonable time after their receipt by the University. Upon the submission of a proper application (Appendix J), approval by the immediate supervisor and approval by the signature authority for the funding source, the University, in accordance with its travel policy, will encourage professional development opportunities. The University agrees to pay an amount not to exceed \$500.00 each fiscal year for any full-time employee whose request for staff development is approved in accordance with this section.

ARTICLE 7 LEAVES

7.1 Definitions: For purposes of this article, excluding Sections 7.6, Family and Medical Leave, and 7.18, Military Leave, the following definitions shall apply:

- A) **Child:** biological, adopted, foster, stepchild, ward or child of person standing in loco parentis until the end of the month were said child turns 26 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 1,040 hours in the previous twelve (12) months.
- C) **Non-probationary bargaining unit member:** a bargaining unit member who has achieved continuous service.
- D) **Probationary member:** is a member who has not yet achieved continuous service.
- E) **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, or legal guardian and domestic partner.
- F) **Parent:** biological father or mother, adoptive parents, step parents, or foster parents, or person in loco parentis when employee was a child.
- G) **Domestic Partner:** A domestic partner is defined as 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. Specific to this Article, domestic partner is limited to "same sex" domestic partner.

- H) **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 healthcare provider.
- I) **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.

7.2: General: Leaves of absence shall be granted in accordance with the following provisions. If the provisions, hereinafter, provide a bargaining unit member with more than one (1) option as to which leave may be used, the bargaining unit member may apply for the leave which is most beneficial to his/her circumstances.

7.3: Leave Without Pay: With the approval of the unit supervisor or designee and the Chief Human Resources Officer, a bargaining unit member may be granted Leave Without Pay in the categories specified in Sections 7.4, 7.5, 7.8, 7.9 and 7.25. Leave under Sections 7.4, 7.8 and 7.25 shall run concurrently with FMLA leave until FMLA leave has been exhausted. Requests for Leave Without Pay will 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 without Pay. Upon return from any Leave without Pay, a bargaining unit member will be restored to the position held prior to the leave or to an equivalent position with equivalent pay, benefits and other employment terms.

7.4: Personal: A bargaining unit member will be granted during the term of this Agreement up to five (5) days of Leave Without Pay for personal reasons and may request additional time for any period up to six (6) months, provided that: (1) the Administration can make the temporary arrangements in accordance with this Agreement to cover the assignment ordinarily performed by the bargaining unit member; and (2) the bargaining unit member provides advance notice to the unit supervisor and the Chief Human Resources Officer equal to the length of the requested leave, which notice, in the sole discretion of the unit supervisor and the Chief Human Resources Officer may be waived in whole or in part.

7.5: Educational:

- A) To be eligible for an educational leave, a bargaining unit member must meet the following conditions:
 - 1. two (2) complete years of service performed at the University since becoming a full-time employee;
 - 2. three (3) complete years of service performed at the University since the completion of any previous Educational Leave;
- B) Educational Leave without pay may be granted when the eligible YSU-APAS member and the Administration agree that the leave will enhance the employee's value to the University, and when the Administration can make temporary arrangements to cover the assignments ordinarily performed by the individual. Educational Leave without pay may extend from a few days to a full year. Educational Leave without pay may be renewed for an additional year(s), provided the total period of absence from duty does not exceed three (3) years. In situations where the nature of proposed leave activities necessitates a period of absence longer than one year, the eligible bargaining unit member may request a leave without pay of two or three complete fiscal years. The leave request, however, must address the necessity of the period for which leave without pay is requested. The eligible bargaining

unit member granted leave without pay shall receive the pay increments specified in Article 4 ("Salaries") as if he/she were at YSU. Included in the three-year limitation shall be any other leaves which the eligible bargaining unit member takes immediately preceding or succeeding a leave without pay. Applications for leave without pay of six (6) months or longer shall be made at least one hundred eighty (180) days prior to the period of proposed leave. A bargaining unit member taking Educational Leave Without Pay may maintain his/her insurance coverage by paying the COBRA group rate to the University. During the period of an unpaid Educational Leave, the bargaining unit member will continue to accrue seniority and service credit for vacation calculations.

- C) An eligible bargaining unit member who wishes to pursue formal education or training that is not related to his/her position may be granted Educational Leave Without Pay for a period of up to six (6) months, provided that the Administration can make temporary arrangements to cover the assignment ordinarily performed by the eligible bargaining unit member. Included in the six-month limitation shall be any other leaves that the eligible bargaining unit member takes immediately preceding or succeeding the Educational Leave without pay. He/she may maintain his/her insurance coverage by paying the COBRA group rate to the University. As a prerequisite to approval of this type of leave, the bargaining unit member must submit a notarized statement saying that he/she will continue his/her employment at the University for at least eighteen (18) months following the completion of such leave. Should the bargaining unit member resign or be removed prior to the completion of the eighteen-month period, he/she will be responsible for repayment to the University for the full cost of any fee remission received at Youngstown State University. Leave recipients who fail to return to the University for the specific period following the completion of the leave will be permitted to arrange a schedule of repayment over a period not to exceed two (2) years.
- D) A bargaining unit member may return to active pay status earlier than originally scheduled if the return is mutually acceptable to the University and the bargaining unit member.
- E) The University may cancel the leave and direct the bargaining unit member to return to active pay status if the leave is not being used for the intended purpose. Should such cancellation occur, the bargaining unit member shall be responsible for the repayment to the University for the full cost of any fee remission received at Youngstown State University during the period of the Educational Leave. The bargaining unit member shall receive written notification of such action. The bargaining unit member will be permitted to arrange a schedule of repayment over a period not to exceed two (2) years. The University reserves the right to assess appropriate discipline against any bargaining unit member who fails to use Educational Leave for the intended purpose.

7.6: Family and Medical Leave (FMLA): 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. Sick leave must be exhausted before taking an unpaid FMLA leave.

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.

7.7: 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 Section 7.6 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.

7.8: Workers' Compensation: A bargaining unit member who chooses to receive compensation from the Bureau of Workers' Compensation instead of using sick leave will be considered to be on a medical leave without pay for the periods specified in Sections 7.6-7.7. A bargaining unit member on this type of leave shall receive all insurance benefits for the time periods specified in Sections 7.6-7.7, provided the bargaining unit member continues to pay to the University any premiums for the medical, prescription, vision and dental contributions and provided the bargaining unit member continues to pay to the University any premiums for life insurance and long-term disability coverage (this applies only if any non-self insured coverage obtained from an outside carrier, for which the University and/or the employee pay premiums to such outside carrier, permits coverage for persons who are not in active pay status). During the period of an unpaid workers' compensation leave, the bargaining unit member will not accrue any paid leave.

7.9: Political Leave: A staff member who is elected or appointed to a full-time political office may be granted leave without pay for the duration of his/her term of office; this leave shall not exceed four (4) years.

LEAVE WITH PAY:

7.10: Sick Leave:

- A) Sick Leave is the authorized absence of an employee with pay because of personal illness, pregnancy, complications due to pregnancy or birth, adoption, injury, exposure to contagious disease and visits to or treatment by medical providers that cannot be scheduled outside of the employee's normal working hours. Sick leave may also be used because of illness, injury, or death in the employee's immediate family.
- B) Each full-time bargaining unit member earns sick leave at the rate of five (5) hours per semimonthly pay period. Sick leave is cumulative without limit. Bargaining unit members may view sick and other leave balances in Banner self-service.
- C) Sick Leave may be used during any period of time in which the employee is under contract to perform services for the University. When using sick leave, the bargaining unit member will promptly notify his/her unit supervisor, and whenever possible, advise of the estimated duration of absence. All bargaining unit members shall report all uses of sick leave via web leave reporting in self-service Banner.
- D) A continuous period of sick leave commences with the first day of absence and includes all subsequent days until the employee returns to work. Saturdays and Sundays (if the employee is not scheduled to perform services), and official holidays established and/or observed by the University shall not be counted. During any seven (7) day period, the maximum number of days of sick leave charged against any employee shall be five (5).
- E) All unused sick leave accumulated prior to the effective date of this Agreement shall be available for use by the employee.

- F. If an employee is afflicted or known to be exposed to a contagious disease, and the presence of that employee would jeopardize other employees as determined in writing by a physician through an investigation, that employee shall take sick leave and other pertinent leave. The University and YSU-APAS will abide by CDC or comparable State agency requirements for sending employees home because of contagious disease exposure. An employee who contracts a contagious disease will be charged sick leave. An employee who does not contract a contagious disease will be placed on administrative leave per Section 7.13

7.11: Sick Leave Bank: Bargaining unit members may voluntarily participate in the Sick Leave Bank as delineated in the Sick Leave Bank Policy and described below using the forms provided in Appendix I.

7.11.1: YSU-APAS Sick Leave Policy:

A) Establishment:

1. Each member of the YSU-APAS bargaining unit may donate one day of his/her accumulated sick leave to the YSU-APAS Emergency Sick Leave Bank (ESLB) during the enrollment period. Enrollment periods will be from July 1 through August 1 of each year. New APAS members hired after the year has started will have four (4) weeks in which to enroll. Participation shall be voluntary. The donated day is not returnable.
2. For purposes of this policy, the year will run from July 1 through the following June 30.

B) Operational Procedures:

1. Use of days from the ESLB will be limited to those individuals who have donated (and, when necessary as determined by the ESLB Committee, are continuing to donate) to the bank. The ESLB Committee will meet each year between June 1 and June 15 to establish the amount of donation for the forthcoming year. This amount may be less than one (1) day and may be zero if the ESLB Committee determines that there is sufficient balance in the bank for that year. During the year, the ESLB Committee may declare an emergency and ask bank members to donate an additional non-returnable day (or fraction thereof) to keep the bank solvent. Such additional amounts will not count toward the following year's donation. Unused days from one year will be advanced to the next
2. Use of days from the ESLB will be limited to medical conditions of a non-routine nature. Use of days will not be considered in lieu of Child Care Leave, for instance, but could be granted in cases of the inability of the employee to return to work after completion of Child Care Leave due to medical complications after the birth of a child. Days from the ESLB may be requested for the use of the bank member and/or due to illness/injury of the member's spouse or dependent children, or any other person in the bank member's immediate family, as defined in Section 7.1. A physician's statement must accompany the application in order to be considered. The application form and physician's statement are to be forwarded to the Chief Human Resources Officer. Upon receipt of all information, the ESLB Committee will make a decision within ten (10) working days.
3. Use of days from the ESLB will be considered only after the bank member has exhausted all of his/her paid leave days.

The maximum number of days that a member may borrow is (twenty) 20% of the total number of days in the ESLB at the time of application.

The decisions of the ESLB Committee shall be final and binding.

In the event the ESLB is disbanded, unused days will be returned to participating members on a prorated basis.

Upon return to work at YSU, a member who has borrowed days will be required to pay back those days at the rate of four (4) sick days per academic year until the total number of days borrowed has been restored to the bank. This requirement will be waived if the member requires those days in a given year due to illness. Any outstanding balance of sick leave days borrowed from the ESLB will be subtracted from the member's accrued sick leave days before conversion at retirement.

C) YSU-APAS Emergency Sick Leave Bank Committee:

1. The ESLB will be operated on a voluntary basis consistent with state law. A committee shall be formed to administer the ESLB and to provide the information whereby the Chief Human Resources Officer or his/her designee will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the ESLB. This committee will be entitled the "YSU-APAS Emergency Sick Leave Bank Committee" (hereafter the ESLB Committee) and shall be composed of three (3) bank members appointed annually as follows:
 - (i) The president of the YSU-APAS or his/her designee
 - (ii) The Chief Human Resources Officer or his/her designee
 - (iii) A bank member selected by the above two (2) members
2. During its annual meeting, the ESLB Committee will choose a chairperson from among its three (3) members.
3. Should a vacancy occur on the ESLB Committee, a replacement for the vacant position shall be appointed by the authority making the original appointment.
4. The ESLB Committee will be responsible for developing the forms, if any, needed to operate the ESLB.
5. The ESLB Committee shall annually review and amend (if necessary) the bank rules and regulations. All members and potential members will be notified of any changes before the beginning of the new enrollment period.

7.12: Legal Leave: Bargaining unit members will be granted leave with pay to fulfill court or jury duty obligations when: subpoenaed to appear before any court or other legally constituted body authorized to compel the attendance of witnesses, where the employee is not a party to the action; summoned for jury duty by any court of competent jurisdiction; or the University appoints or approves an appointment in an unpaid position on an advisory board or commission, or to solicit for charities for which University payroll deductions are made. This does not apply to situations where employees are being compensated by a third party; i.e., expert witness testimony unless such duty is performed outside of the bargaining unit member's regularly schedule working hours.

The subpoena or other written notification verifying the necessity of such leave will be presented to the bargaining unit member's immediate supervisor as far in advance as possible. The University has the right to adjust work schedules within a department to maintain operations when an employee is absent on legal leave. A bargaining unit member will be excused from working if the jury service or court appearance: (a)

lasts more than four hours; and (b) if his/her regularly scheduled hours: (i) starts less than eight hours after the end of the bargaining unit member's jury service or court appearance, or any excuse from same; or (ii) ends more than eight hours after the start of the bargaining unit member's jury service or court appearance, or any excuse from same. A bargaining unit member who is excused from legal leave after having served less than three (3) hours will report to work for the balance of his/her shift. Bargaining unit members may retain any money received as compensation or expense reimbursement for jury duty or court attendance compelled by subpoena. However, no bargaining unit member will be paid for court appearances related to his/her personal matters. These absences will be accounted for by the utilization of vacation time, compensatory time, personal leave or leave without pay in daily increments if the absence is one day or more.

7.13: Administrative Leave: The University may, in its discretion, place a bargaining unit member on administrative leave with pay when such leave is to be used in circumstances where the health or safety of an employee, or of any person or property entrusted to the employee's care, could be adversely affected. The University agrees that such action shall not be arbitrary or capricious. Compensation for administrative leave will be equal to the employee's total rate of pay. The length of such leave is solely at the discretion of the unit supervisor or designee, but shall not exceed the length of the situation for which the leave was granted.

7.14: Professional Leave: Professional leave is leave with pay to attend professional meetings, conferences, and seminars. Requests for professional leave must be submitted at least thirty (30) days in advance of the proposed leave to an appropriate administrator, and must be approved by the Administration prior to the individual going on professional leave.

7.15: Training Leave: A bargaining unit member who is directed by the University to engage in specified training and/or education as a condition of continued employment will be maintained in a regular pay status for the duration of such training.

7.16: Emergency Leave: If the University cancels classes and employees are required to work, or if a Level 3 emergency is declared by the governmental entity in which the employee resides, a bargaining unit member who is unable to report to work may utilize paid vacation leave or personal leave.

7.17: Personal Leave: Each fiscal year (July 1-June 30), each full time bargaining unit member may convert up to four (4) sick leave days per year to Personal Leave Days.

Each fiscal year (July 1-June 30), each part time bargaining unit member may convert up to two (2) sick leave days per year to Personal Leave Days.

This request shall be limited to increments of one-half (1/2) or one (1) workday per use unless otherwise permitted, in the sole discretion, by the unit supervisor. Personal Leave Days will not be subject to the sign-up procedure in Article 8, and such requests will be granted by the supervisor if the request is made at least one (1) calendar week in advance of the day requested or due to emergencies, unexpected property repair, family emergencies, etc. Such requests shall be approved unless extenuating circumstances exist to deny such requests.

7.18: Military Leave:

- A) 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.

- B) Employees will be permitted to continue the health benefit coverage during their leaves of absence in accordance with Article 5 that would have been in effect had they remained in active status, providing that any applicable employee premium contributions continue to be paid after six months of activation in accordance with Article 4 (Salaries) and provided further 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.

7.19: Bereavement Leave:

- A) 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 described in Section 7.1(E). Bereavement leave will also be granted in the case of a stillbirth condition.
- B) 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.
- C) Part-time bargaining unit members will receive bereavement leave with pay for the hours that they are normally scheduled to work pursuant to the limits in the article.
- D) The University may grant additional use of sick, vacation leave or leave without pay in daily increments if the absence is one day or more in order to extend the bereavement leave. The leave and the extension may be subject to verification.

7.20: Emergency Relief Leave:

- A) **Emergency Service:** Upon approval of the Chief Human Resources Officer and the appropriate unit supervisor, a bargaining unit member who is an EMT-basic, EMT-I, first responder, paramedic, or volunteer firefighter will receive up to forty (40) hours of leave with pay each calendar year to use during those hours when the employee is absent from work in order to provide emergency medical service or fire-fighting service of an emergency nature that cannot reasonably be performed outside of the bargaining unit member's regular workday. The Chief Human Resources Officer will compensate an employee who uses leave granted under this section at the difference between employee's total rate of pay for those regular work hours during which the employee is absent from work and the sum of the employee's gross service pay and allowances as an emergency service worker. No such supplemental pay is due if the employee's gross uniform pay exceeds the wages payable had the employee been in active status. In order to be eligible, a bargaining unit member will submit to his/her supervisor a written notification signed by the chief of the volunteer fire department, or medical director, with which the employee serves. Such leave shall be available during the term of this agreement only to the three most senior eligible bargaining unit members employed on or before July 1, 2012. All other bargaining unit members may be granted such leave without pay or vacation leave not to exceed forty (40) hours each calendar year. The University will waive any notice requirements for using vacation leave for this purpose, provided operational necessity is not impaired.
- 1) "Emergency medical service," "EMT-basic," "EMT-1," "first responder," and "paramedic" have the same meanings as in section 4765.01 of the Ohio Revised Code.
 - 2) "Volunteer firefighter" has the same meaning as in section 146.01 of the Ohio Revised Code.

- B) **Disaster Service Volunteer:** Upon approval of the Chief Human Resources Officer and the appropriate unit supervisor, a bargaining unit member who is a certified disaster service volunteer of the American Red Cross may be granted leave without pay or vacation leave from his/her work not to exceed one hundred sixty (160) hours in each year to participate in specialized disaster relief services for the American Red Cross, upon the request of the American Red Cross for the services of that employee. The University will waive any notice requirements for using vacation leave for this purpose, provided operational necessity is not impaired.
- C) The use of Emergency Relief Leave shall be limited to no more than ten (10) percent of the bargaining unit members at any one time. If the number of requests exceeds the maximum allowable amount, then the bargaining unit members with the greatest seniority shall be permitted to use the leave, provided that the operational needs of the bargaining unit members work area can be satisfied in the bargaining unit member's absence.

7.21: Liver, Kidney, or Bone Marrow Donor Leave:

- A) A bargaining unit member may take up to two hundred (200) hours of sick leave or leave without pay during each calendar year to use during those hours when the employee is absent from work because of the employee's donation of any portion of an adult liver or because of the employee's donation of an adult kidney.
- B) A bargaining unit member may take up to forty (40) hours of sick leave or leave without pay during each calendar year to use during those hours when the employee is absent from work because of the employee's donation of adult bone marrow.

7.22: Association Leave:

- A) A paid leave of up to thirteen (13) and unpaid leave of up to two (2) aggregate days will be granted to Association representatives to attend the Union Representative Assemblies and related committees off campus each year. A bargaining unit member may not use more than five (5) working days of such leave in any one year. Absent unusual circumstances, a minimum of thirty (30) calendar days written notice will be provided to the University prior to taking such leave. Only one bargaining unit member from any one work area will be granted leave at any one time. However, leave for more than one bargaining unit member from any one work area at any one time may be granted at the discretion of the department head.
- B) Use of vacation time or leave without pay of up to five (5) days each shall be granted to no more than two (2) bargaining unit members to attend Leadership Academy off campus each academic year. A minimum of thirty (30) days written notice shall be provided to the University prior to taking such leave. Only one bargaining unit member from any one work area will be granted leave at any one time. However, leave for more than one bargaining unit member from any one work area at any one time may be granted at the discretion of the department head.

7.23: Visiting Staff Leave: A YSU-APAS member may be granted leave to work at another accredited institution of higher education while an employee from that institution works at YSU. This leave shall be limited to a maximum of one year. The YSU employee's full salary, fringes, OPERS contributions, and all other rights and privileges shall remain in effect during the leave as though the individual were at YSU. The other individual's institution shall bear sole responsibility for his/her salary, fringes, and other rights and privileges. The YSU staff member's application shall provide information on the other exchange staff member and the proposed duties of both the YSU employee and the other individual during the period of leave. Each individual shall be prepared to assume a regular, full load at the host institution. This leave

requires the approval of the Administration of both institutions. Persons on such leave shall be referred to as "Visiting Staff Members" at the host institution. Relocation costs shall be the responsibility of the Visiting Staff Members.

MATERNITY, PARENTAL AND CHILD CARE LEAVE:

7.24: Maternity/Parental Leave:

- A) Maternity leave is the authorized absence of a female bargaining unit member to receive treatment during pregnancy, to recover from childbirth after pregnancy, or to care for and bond with the newborn. The University shall provide up to six (6) weeks of paid maternity leave to each birth mother. Application shall be made in writing to the department head and to the Chief Human Resources Officer at least thirty (30) days prior to the effective date for such leave, or as soon as practicable if medically necessary, and such request shall state the anticipated duration of the leave. At the end of maternity leave, the mother may take paid parental leave or unpaid maternity or parental leave permitted by law. Mothers must take paid maternity, unpaid maternity and parental leaves consecutively and concurrently with available FMLA leave or other maternity leave required by law.
- B) Parental leave is the authorized absence of a birth mother, biological father, domestic partner, or adoptive parent to be used following the birth or adoption of a child and to care for and bond with the child. The University shall provide up to three (3) weeks of paid parental leave. If more time is needed, accumulated sick leave can be used. Paid parental leave and accumulated sick leave will be used concurrently with available FMLA leave. Application shall be made in writing to the department head and to the Chief Human Resources Officer at least thirty (30) days prior to the effective date for such leave, and such request shall state the anticipated duration of the leave. Employees may elect to receive two thousand dollars (\$2,000) in taxable income (i.e., subject to withholding) for adoption expenses in lieu of receiving the paid leave benefit provided under this section. Such payment may be requested upon placement of the child in the employee's home. If the child is already residing in the home, payment may be requested at the time the adoption is approved.
- C) Both Maternity and Parental leaves shall run concurrently with Child Care leave noted in Section 7.25. This means six (6) months is the maximum amount of paid and unpaid time a female bargaining unit member may be off work when she takes maternity, parental and child care leave.

7.25: Child Care Leave:

- A.) **Biological Mother:** Once a YSU-APAS member is certified by her physician following childbirth 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.
- B) **Biological Father:** A male YSU-APAS 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.
- C) **Adoptive Parents:** A YSU-APAS 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.
- D) **Foster Parents:** Upon the arrival of a foster child, a YSU-APAS member may take Child Care Leave without pay for a period not to exceed twelve (12) weeks.

- E) Application for Child Care Leave shall be made in writing to the Chief Human Resources Officer 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.
- F) During the period of Child Care Leave, the employee on leave will be deemed to be relieved temporarily of his/her YSU duties.
- G) While on Child Care Leave, the bargaining unit member will receive all group insurance benefits on the same basis as employees in active pay status provided that any non-self insured coverage obtained from an outside carrier, for which the University and/or the employee pay premiums to such outside carrier, permits coverage for persons who are not in active pay status.
- H) **Vacation/Sick Leave Substitution:**
 - 1) **Six (6) Month Leave:** Vacation may be used concurrently for all or a portion of the six-month Child Care Leave, but may not be used consecutively with the Child Care Leave. Sick leave may be used concurrently with all or a portion of the first twelve (12) weeks of the six (6) month Child Care Leave, but may not be used consecutively with the Child Care Leave.
 - 2) **Twelve (12) Week Leave:** Vacation and/or sick leave may be used concurrently with all or a portion of the twelve (12) week Child Care Leave, but may not be used consecutively with the Child Care Leave.
- I) An eligible bargaining unit member on Child Care Leave, with the approval of the unit supervisor or designee and the Chief Human Resources Officer, may take reduced or intermittent leave to reduce the usual number of hours per day or work week.
- J) When applicable, Child Care Leave shall run concurrently with Family and Medical Leave.

ARTICLE 8 VACATION

8.1: Effective July 1, 2012 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 member of the bargaining unit who had been earning vacation leave before July 1, 2012 according to his/her years of service with the University and the State of Ohio 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.

8.2: **Vacation accrual** shall be credited as follows:

- A) Full-time bargaining unit members who have completed a six-month probationary period and have not been informed of an intention to discontinue the appointment shall be credited

with vacation, as described below, to be taken in accordance with the provisions of this article:

12-month staff: 144 hours per year (18 days)
10-month staff: 120 hours per year (15 days)
9-month staff: 108 hours per year (13.5 days)

- B) Full-time bargaining unit members who have completed probationary obligations and have completed one year but who have less than eight (8) years of full-time service are entitled to vacation as follows:

12-month staff: 160 hours per year (20 Days)
10-month staff: 133.36 hours per year (16.67 Days)
9-month staff: 120 hours per year (15 Days)

- C) Full-time bargaining unit members with 8 years or more of full-time service but less than 15 years of full-time service are entitled to vacation as follows:

12-month staff: 176 hours per year (22 Days)
10-month staff: 146.66 hours per year (18.33 Days)
9-month staff: 132 hours per year (16.5 Days)

- D) Full-time bargaining unit members with 15 years or more of full-time service are entitled to vacation as follows:

12-month staff: 200 hours per year (25 Days)
10-month staff: 166.67 hours per year (20.83 Days)
9-month staff: 150 hours per year (18.75 Days)

- E) Full-time bargaining unit members with twenty (20) years of full-time service or more, and who accrued vacation at this annual rate as of July 1, 2015, are entitled to vacation as follows:

12-month staff: 240 hours per year (30 Days)
10-month staff: 200 hours per year (25 Days)
9-month staff: 180 hours per year (22.5 Days)

- F) Part-time YSU-APAS bargaining unit members whose Appointments equal or exceed an FTE of .75, as defined in Article 14, Section 14.1 and specified on the individual contract of appointment who have completed one contract year of service and entered a second year of service are entitled to vacation prorated on the basis of the full-time schedule set forth in Section 8.2(A)-(E). Bargaining unit members whose appointments equal or exceed an FTE of .50 and are less than .75 FTE as defined in Article 14, Section 14.1 are serving on a twelve (12) month contract of appointment, who have completed one contract year of service and entered a second year of service are entitled to vacation prorated on the basis of the full-time schedule set forth in Section 8.2(A)-(E). Appointments of less than .5 FTE do not accrue vacation.

- G) **Scheduling of Vacation:** Vacation may be taken at a time or times mutually convenient to the YSU-APAS bargaining unit members and the University. Staff members planning to be on vacation shall file a written request at least ten (10) working days before the date of anticipated vacation, unless a shorter notice for a vacation is acceptable to the department head. In departments where two (2) or more staff may not be on vacation at the same time, or where certain seasonal departmental activities require the presence of certain staff at

certain times, longer range vacation sign-up schedules may be implemented. When multiple requests for vacation are received simultaneously, vacation shall be granted to the employee with the higher FTE; in the event that FTEs are equal, University seniority will prevail. Vacation requests will be acted upon within five (5) working days after the written request is received by the supervisor.

- H) Vacation is accrued on a monthly basis while in active pay status and may be taken as it accrues once the member achieves continuity of employment.
- I) **Vacation accrual:** Vacation for full-time YSU-APAS bargaining unit members may accrue to a maximum of (fifty) 50 days; YSU-APAS bargaining unit members who reach the maximum accrual will not earn vacation until they have taken sufficient vacation to lower the balance below (fifty) 50 days. Part-time YSU-APAS bargaining unit members shall not earn vacation except as expressly set forth herein. Part-time staff entitled to vacation shall accrue a maximum of vacation days prorated on the basis of the full-time maximum accrual (i.e., a .75 part-time employee can accrue 50 days x .75 = 37.5 days maximum accrual). Following notice of intent to resign, retire or otherwise terminate his/her employment with the University, a YSU-APAS bargaining unit member may not schedule vacation without the consent of the Chief Human Resources Officer or his/her designee. Provided an employee who has achieved continuous service gives at least thirty (30) days' written notice to the Chief Human Resources Officer prior to the effective date of resignation, retirement or separation, the employee may elect to convert unused vacation time into cash payment. Notwithstanding other provisions of this section, the bargaining unit member who has achieved continuous service shall have the option of taking accrued vacation, with the approval of the supervisor, for the final two weeks of employment.

ARTICLE 9 GRIEVANCE PROCEDURE

All references to "day" in this Article shall mean work days.

9.1: Purpose: 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, the Association, or a member(s) of the bargaining unit, may file a grievance in which he/she or they claim that a provision of this Agreement has been violated. Grievances shall be processed on the forms which appear in Appendix E. Nothing in this article is intended to discourage or prohibit informal discussion of a dispute prior to the filing of a formal grievance.

9.2: Procedure: A grievance is filed at Step 1 or at the lowest level at which the remedy sought may be granted. A grievance is filed on the form which appears in Appendix E to this Agreement. A completed form must be submitted to the Chief Human Resources Officer or his/her designee, at which time a grievance number is assigned, a date/time stamp is applied and a copy is forwarded to the Union President and Chief Grievance Officer. All grievances shall be filed by the grievant no later than forty (40) days after the grievant knew or should have known of the facts giving rise to his/her grievance. The time limits specified in this article may be extended by mutual agreement of the parties. If the grievant or the union fails to appeal a disposition of a grievance within the specified time limit, the grievance shall be considered settled on the basis of the last disposition by the University. No grievance will be automatically advanced to Step 3 without the approval of the Union Executive Committee. If the University fails to hold a hearing or grant a disposition within the time limit prescribed, the right to proceed to the next step shall be granted automatically and immediately.

9.3: Grievance Hearings: Each grievance hearing will be conducted by the designated administrator to determine what, if any, violation of this Agreement has occurred. Hearings will be attended by the grievant, the Hearing Officer, and up to two (2) additional representatives each, designated by the parties'

respective sides. The parties may request and mutually agree that additional witnesses/representatives may attend. Witnesses will be permitted to attend hearings in those instances when the grievant and/or the Union need information more specific than that available to the grievant or Union. The parties agree that the University will schedule grievance hearings no later than two (2) hours prior to the end of the grievant's and/or Union representatives' work schedule, and the grievant will be released from duty early enough to be able to attend the grievance hearing as scheduled. If such hearings extend beyond the end of the normal work schedule of any bargaining unit member(s), the bargaining unit member(s) present at the grievance hearing will not be paid for any time spent after the end of the work schedule. Grievance hearings for bargaining unit members whose work schedules are other than the scheduled workday will be scheduled at mutually convenient times.

A "class action" grievance is when more than one (1) employee files a grievance over the same alleged violation of the Agreement. When such occurs the Union will attempt to identify the bargaining unit members involved in the class action grievance, or will provide a description of the class in sufficient detail to enable the University to investigate the grievance. In class action grievances no more than two (2) grievants may attend the hearings.

9.4: Step 1: Within forty (40) days after the grievant knew or should have known of the facts giving rise to his/her grievance, he/she may file a formal grievance as specified in Procedure, Section 9.2. Within ten (10) days after receiving the grievance, the appropriate department head and his/her administrative superior, or designee, will hold a grievance hearing. The University must notify the appropriate Union representative at least three (3) days prior to the scheduled hearing. 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 Union. Within ten (10) days following receipt of the department head's Step 1 disposition, the grievant may appeal the disposition to Step 2 by completing and distributing a Grievance Disposition Reaction Form.

9.5: Step 2: Within ten (10) days following the receipt of an appeal from Step 1, the Chief Human Resources Officer or his/her designee must 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 Union. If the Chief Human Resources Officer holds a grievance hearing, he/she will complete and distribute a Grievance Disposition Form within ten (10) days following the hearing. A hearing is required if the grievance originates at Step 2. Within twenty (20) days following receipt of the Step 2 disposition, the grievant, with the approval of the Executive Committee, may appeal the disposition to Step 3 by the Union President, or his/her designee, completing and distributing a Grievance Disposition Reaction Form indicating movement to arbitration.

9.6: Step 3: Arbitration:

- A) Within twenty (20) days after giving written notice that it supports the arbitration, the Union must request from the Federal Mediation and Conciliation Service (FMCS) 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.
- B) If, within sixty (60) days after the Chief Human Resources Officer receives the FMCS panel of arbitrators, the parties are unable to agree upon which of those seven (7) nominees shall serve as arbitrator, then the arbitrator will be chosen by each party alternately striking names, beginning with the moving party, and the name remaining shall be the arbitrator. Prior to commencing striking, 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. Any grievance that has not been scheduled for hearing within one (1) year after the Union notifies the University in writing that it supports the arbitration will be considered withdrawn by the

union. The only exception is if the University is responsible for the delay and the one (1) year time limit does not apply.

- C) If there is a question of arbitrability of a grievance, the parties will request the arbitrator to rule first on the arbitrability of the grievance. If the arbitrator rules that the grievance is arbitrable, he/she shall proceed to conduct a hearing of the merits on the grievance.
- D) The following matters shall not be arbitrable: determinations of bargaining unit status of any employee (see Article 2: "Scope of Unit"); grievances not supported by the Union in the appeal to Step 3; the suspension or removal of a probationary bargaining unit member (see Article 11: "Corrective Action and Termination for Just Cause"); layoffs and recalls (see Article 12: "Layoff and Recall"); the reclassification of a position or a refusal to reclassify a position (see Article 15: "Classifications and Position Audits"); decisions on alleged violations of Non-Discrimination (see Article 29: "Non-Discrimination"); decisions on an application for Staff Development Leave (see Article 6: "Staff Development Leaves/Staff Development"); any action that is appealable to the State Employment Relations Board and has been appealed to the Board with jurisdiction; and any matter not pertaining to the meaning and intent of this Agreement.
- E) The arbitrator will have no power to add to, subtract from, or modify in any way the terms of this Agreement. The arbitrator's decision is binding upon the University, the Union, and the grievant.
- F) The arbitrator's fees and expenses will be borne equally by the University and the Union, except costs incurred by the calling of witnesses, which will be borne by the party calling that witness.
- G) Arbitration hearings will be held on the University campus in a room provided at no cost to the Union.
- H) If the Arbitrator requests a transcript of the hearing, the cost will be shared equally by the University and the Union; if either party requests a transcript, it will bear the cost of the transcript.
- I) While attending an arbitration hearing, a maximum of three (3) YSU-APAS representatives and each grievant shall have the right to attend his/her hearing without a negative impact to his or her pay. Upon mutual agreement of the parties, the number of APAS representatives may increase to four (4). Additionally, non-bargaining unit representatives designated by OEA and/or the Union may attend, not to exceed two (2). Witnesses attending an arbitration hearing on behalf of the Union during their regular work day will be paid for the time spent testifying at the arbitration hearing. If multiple grievances are consolidated for arbitration, the Union shall submit a request to Human Resources for additional grievants. With prior notice and at the request of the Union and upon mutual agreement from the University, unpaid observers shall be permitted to attend the hearing. Neither the University nor the Union will abuse the authority to call witnesses. Absent unusual circumstances, the Union shall notify the University of representatives/witnesses attending the hearing at least ten (10) days in advance of each arbitration hearing.

9.7: Independent Grievances: A bargaining unit member has the right to present a grievance to the University, and have it adjusted without the involvement of the Union or Union representatives if the adjustment is consistent with the terms of the Agreement and the Union was given the opportunity to have a representative present at such a hearing and/or adjustment.

**ARTICLE 10
CONTINUOUS SERVICE**

10.1: Definition: A bargaining unit member who has worked six (6) months will be recognized as having a non-probationary continuous service status. The bargaining unit member shall have all rights and privileges associated with due process.

10.2: Non-Renewal of Probationary Staff: If after six (6) months of employment the University expects it will not renew the appointment of a probationary full-service bargaining unit member who has not successfully completed one continuous year of full time employment, the individual shall be informed of the expected non-renewal, in writing, by the department head or other administrative superior. At that time, a meeting will be held between the bargaining unit member, and his/her immediate supervisor, and said bargaining unit member will have an opportunity to be placed on a Professional Improvement Plan. Such a plan shall be developed with said bargaining unit member, his/her immediate supervisor and a Union representative. The complete Performance Improvement Plan will be forwarded to the Chief Human Resources Officer, or designee, for review and comment. Any improvement in the employee's performance will be reviewed with the bargaining unit member, the employee's immediate supervisor and a union representative within four (4) months from the date the Performance Improvement Plan was approved by the makers of the Plan. In the event the probationary bargaining unit member has not satisfactorily met the criteria outlined in his/her PIP, such probationary bargaining unit member will be subject to-termination prior to the completion of one continuous year of full time employment.

10.3: Prior University Experience: If a YSU employee becomes a member of the YSU-APAS bargaining unit because the University and/or SERB determines that his/her position should be placed in the P/A staff and he/she has served a minimum of twenty four (24) months continuous, full time employment in the same or similar position, then the employee will automatically be granted Continuous Service status. If a YSU employee becomes a member of the YSU-APAS bargaining unit because he/she is selected to fill a bargaining unit position that he or she has not previously served in, the employee is subject to the probationary period as stated in Article 10. Upon successful completion of the probationary period, the bargaining unit member will be granted Continuous Service status. However, Continuous Service status creates no vested rights in any specific position, title or salary. Service as a student employee shall not be credited to satisfy the requirements of this Article.

**ARTICLE 11
CORRECTIVE ACTION AND TERMINATION FOR JUST CAUSE**

All references to "days" in this Article mean calendar days.

11.1: Following an expeditious investigation, a member of the bargaining unit may be disciplined, suspended or removed for just cause, which shall include but is not limited to incompetency, inefficiency, dishonesty, insubordination, discourteous treatment of the public, neglect of duty, or any other act of misfeasance, malfeasance, or nonfeasance in office. Once an investigation is completed and prior to a hearing, the Union and University shall exchange a copy of all materials related to the matter including, but not limited to, police reports, statements of complaint, or any other documentation that may be related to employee discipline. Documents which are not exchanged at least two (2) days in advance of a hearing may not be entered at the hearing. At the request by either party, the hearing may be postponed to comply with this requirement.

11.2: Corrective action is normally progressive in nature; that is, repetitions of causes for disciplinary action should lead to progressive responses of reprimand, suspension, removal. It is expected that most cases will be disposed of by an informal verbal warning without formal disciplinary action; such verbal warning shall not be recorded in the bargaining unit member's official personnel file. However, the seriousness of certain offenses justifies severe initial disciplinary action, including removal. Reprimands

shall be reduced to writing, with copies provided to the bargaining unit member, the Union and to the employee's official personnel file. A bargaining unit member will be notified that disciplinary action materials are being inserted into his/her official personnel file, and that copies of said materials will be forwarded to the YSU-APAS President.

Eligibility to Grieve:

- A) A non-probationary bargaining unit member who is suspended or removed may grieve the discipline pursuant to Article 9.
- B) A probationary bargaining unit member who is suspended or removed may file a grievance, but the grievance may not be appealed beyond Step 2; this means grievances of this nature may not be submitted to arbitration.

11.3: All aggrieved disciplinary action(s) shall be immediately moved to the Step 2 grievance hearing as identified in Section 9.5. Such discipline shall not be included in the employee's official personnel file pending the final outcome of said hearing.

11.4: In situations involving any suspension or removal, the Chief Human Resources Officer or his/her designee shall meet with the bargaining unit member to discuss the reasons for such suspension or removal prior to issuing the order of suspension or removal. The bargaining unit member shall have the choice of whether he/she wishes such a meeting, and shall further have the choice of deciding whether or not he/she wishes to have a Union representative present. In addition, the Chief Human Resources Officer, or his/her designee, shall send (by certified mail), to a suspended or removed bargaining unit member's address of record, written notification stating the reason(s) for the suspension or the removal. The parties agree that orders of suspension or removal shall be treated as confidential personnel matters between the University, the bargaining unit member and the Union. If the suspension or removal is subsequently grieved, the Step 2 hearing must be held in accordance with Section 9.5.

11.5: The parties agree that physical violence; sexual or other types of unlawful discriminatory harassment; and threats of physical violence are unacceptable in any relationship between employees of the University. Complaints regarding sexual or other types of unlawful discriminatory harassment may be directed to the Office of Equal Opportunity and Diversity. Complaints regarding violence may be directed to Campus Police. Only unresolved matters may be grieved by the employee under the grievance procedure, Article 9. Disputes concerning alleged discriminatory harassment may be grieved, but the grievance may not be appealed beyond Step 2.

11.6: If a department head or supervisor has decided to hold a meeting or investigatory interview and the employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says, the employee has the right to request union representation. The role of the union representative during such meeting is non-adversarial. However, the representative does have the right to assist and counsel the employee during the meeting.

11.7: If a manager or supervisor has reason to suspect a member of the bargaining unit is under the influence of alcohol or non-prescribed controlled and/or illegal drugs while on duty the bargaining unit member and the Union will be advised of the reasonable suspicion, and shall further be advised that the employee will be taken immediately to a medical facility for an examination and/or testing to determine whether he/she is under the influence of alcohol or non-prescribed controlled and/or illegal drugs. Reasonable suspicion means observable behaviors such as atypical ability to reason, lack of concentration or motor skill controls, slurred speech, erratic and/or unaccounted for changes in behavior, dilated/pinpoint pupils, mood swings, or other similar observable behaviors and credible report of use or being under the influence of substance abuse. If the medical examination indicates that he/she was not under the influence of alcohol or non-prescribed controlled and/or illegal drugs no record of the incident shall be maintained in the bargaining unit member's official personnel file. Any employee

who is sent for an examination and/or test under this provision will, at the discretion of the University, be placed on administrative leave with pay or assigned duties, at the employee's regular rate of pay, that will not pose a threat to the employee or any other person until the results of the test are known. Bargaining unit members who are sent for an examination or testing under the provisions of this section shall be advised by the University of off-campus resources available for persons suffering from problems of alcohol/drug abuse. The University at its discretion shall be free to utilize an on-site testing service for immediate testing. Confidentiality is of the utmost importance and will be maintained throughout the process. If the medical examination indicates that the employee is not under the influence of alcohol or non-prescribed controlled and/or illegal drugs, no record of the incident shall be in the employee's official personnel file.

11.8: Any action taken by the University in accordance with Section 11.7 will not preclude or negate any additional action taken by the University, which may include medical examination/treatment, counseling, and/or disciplinary action, due to a bargaining unit member determined to have been under the influence of alcohol or non-prescribed controlled and/or illegal drugs while on duty.

11.9: The University through the Chief Human Resources Officer has the option of having a bargaining unit member who is suspended serve the suspension or have the hours of suspension deducted from his/her accumulated total of vacation and/or compensatory hours, if applicable.

11.10: Appeals Procedure: A non-probationary full-service staff member (one who has achieved Continuity of Employment under the provisions of Article 10 of this Agreement) who is advised of a recommendation that he/she is to be terminated under the provisions of Section 11.2 may file a grievance at Step 2 under the provisions of Article 9 and proceed to binding arbitration.

ARTICLE 12 LAYOFF AND RECALL

12.1: In the event of a layoff involving full-time positions within the bargaining unit, the University may serve written notice of the layoff either by hand-delivery, certified mail to the bargaining unit member's last known address on file within the official personnel file of the University, or both. The University will provide up to thirty (30) but no less than fourteen (14) days written notice to any individual who receives notice via hand-delivery. The University will provide up to thirty (30) but no less than twenty-one (21) days' written notice to any individual who receives notice via certified mail. The date that hand-delivery is received or the date the letter is mailed shall be the first day of the layoff notice period. At the same time, the University will provide a seniority list to the President of the Association.

12.2: The University shall layoff bargaining unit employees in the affected department(s) in the following categories: part-time bargaining unit employees and then full-time bargaining unit employees.

12.3: In the event two or more full-time members of the bargaining unit hold the same position (i.e., position title) within the same department, and fewer than the total number are to be laid off, layoffs will be determined by reverse bargaining unit seniority. When two or more individuals have the same effective date of appointment in the bargaining unit, the order of layoff will be determined as follows:

- A) In the event of a tie, it will be broken by giving credit for all prior years of employment with the University (excluding student employment).
- B) In the event a tie is not broken by the foregoing procedure, the employee(s) with the lowest rating on the most recent evaluation will be laid off, provided the evaluation has been conducted within the past two years.
- C) In the event a tie is not broken by the foregoing procedures, it will be broken by coin toss.

12.4: Bargaining unit members who were displaced or laid off will be on recall status for one (1) year following displacement or layoff. This means that if the position from which a bargaining unit member was displaced or laid off is to be filled within one (1) year following displacement or layoff, the bargaining unit member displaced or laid off will be offered that position according to bargaining unit seniority. If more than one bargaining unit member has been displaced or laid off from the same position (i.e., position title) within the same department, recall will occur in the reverse order of displacement or layoff (i.e., last laid off, first recalled).

12.5: In the case of layoff of a full-time member of the bargaining unit, the University will examine the possibility of creating a new part-time P/A position and offering it to the full-time staff member being laid off; if such an offer is made the full-time bargaining unit member shall be under no obligation to accept the part-time appointment.

12.6: If there is a vacant YSU-APAS bargaining unit position that is to be filled elsewhere in the University within one (1) year of the date the individual was laid off, and if the individual who was laid off has the established minimum qualifications for the position to be filled, the individual who was laid off will be granted first consideration for the position, provided the bargaining unit member applies for the position via the University's applicant tracking system.

12.7: Within five (5) working days of receipt of a notice of layoff, a full-time bargaining unit employee, who wishes to exercise his or her displacement (bumping) rights, must submit a written request to the Chief Human Resources Officer advising him or her of the employee's wish to displace. The Chief Human Resources Officer, or designee, will identify the full-time bargaining unit employee, if any, who has the least University service, holds a position in the same or lower salary range than the laid off employee and holds a position the laid off employee is qualified to perform. The Chief Human Resources Officer, or designee, will share his or her findings with the President of the University, or the President's designee, who will grant or deny the request to displace in writing. The President's or designee's decision may be grieved under an abuse of discretion standard.

12.8: For purposes of Article 12, seniority will be broken when a bargaining unit member retires, resigns, becomes employed by the University in a non-bargaining unit position, is discharged for just cause or otherwise leaves the employment of the University. Time spent in inactive pay status (unpaid leave) will not constitute a break in seniority. Seniority shall continue to accrue during the period an employee is receiving workers' compensation benefits, is on military leave or is on recall status following layoff.

ARTICLE 13 VACANCIES, TRANSFERS, SEARCHES AND PROMOTIONS

All APAS vacancies are coordinated through Human Resources. This office coordinates all employment recruiting, screening of qualifications, referring of and offering to qualified candidates for consideration. *Any inquiries an APAS member may have regarding vacancies or transfers should be directed to the Office of Human Resources.*

13.1: It is the practice of the University to provide members of the bargaining unit an opportunity to be promoted and/or transferred.

13.2: Subject to the provisions of Article 12, when a bargaining unit position vacancy occurs or a new bargaining unit position is created and the University decides to fill that position, the University shall announce the opening via its applicant tracking system. Colleges, departments, and administrative units of the University may publicize openings within their units and with external sources such as (but not limited to) journals, newspapers, Web sites, national/local publications, advertisement forums, and

minority/protected group professional organizations. The announcement described in this Section will specify the period during which interested and qualified bargaining unit members as well as other interested and qualified applicants outside of the University may apply, which period shall be no less than ten (10) working days from the day of posting. All postings will be dated. The posting shall also specify the position's title, the department or work unit where the position is assigned, the pay grade assigned, the minimum salary, the minimum and preferred qualifications for the position, the hours of work (full-time or part-time) the designation as an APAS position, and a brief description of the job duties.

13.3 Definitions: For purposes of this Article, the following definitions shall apply:

- A) **Vacancy:** A vacancy shall be defined as any position in the bargaining unit which is or has been established by the University and which the University intends to fill. A position shall be deemed vacant when one of the following occurs: an employee resigns, dies, retires or is terminated; an employee transfers or is promoted to any other position within the University; or a position is newly created. Any newly created Academic Advisor positions shall be open to both internal and external applicants.
- B) **Transfer:** Change in assignment of an employee from one existing position in the same classification and pay grade to another existing position.
 - 1. **Voluntary:** Bargaining unit member initiated reassignment.
 - 2. **Involuntary:** Employer initiated reassignment of employee.
- C) **Promotion:** The movement of an employee from one position into a position at a higher pay grade.
- D) **Demotion:** The movement of an employee from one position into a position at a lower pay grade.
- E) **Classification:** A combination of job title and the duties and responsibilities associated with that job title. Positions that are in the same classification should have the same or similar qualifications and should be assigned to the same pay range. "Academic Advisor" is an example of a classification title.
- F) **Reclassification:** A reclassification occurs when there is a change or modification in the duties and responsibilities of a position significant enough that the position should be given another classification. Duties and responsibilities may be increased or decreased. Reclassifications may occur with positions that are filled or positions that are vacant. If the position that has been reclassified is presently filled, then the employee serving in that position is then reassigned to the new classification.
- G) **Hiring Authority:** a University employee who requests a position(s) to be filled and selects the individual to fill the position in accordance with this Article.

13.4 Transfer Procedures:

- A) **Voluntary Transfer:** At the time an existing vacant position is posted a bargaining unit member may submit a written request for a transfer to the Chief Human Resources Officer stating the department and position to which he/she desires to transfer. There must also be an application made via the University applicant tracking system within fourteen (14) calendar days. When such occurs, the University agrees to provide any qualified bargaining unit members who make a voluntary request to transfer an interview and the first opportunity to be transferred in accordance with this Article. The voluntary transfer request will be denied only if the bargaining unit member is not qualified for the position.

The administrator denying the request shall provide a written explanation for why the bargaining unit member is not qualified in accordance with the requirements of Section 13.5(I) of this Article. However, Academic Advisors shall not voluntarily transfer more than once in any five (5) year period unless approved by the Provost, based upon a recommendation from the Academic Advisor and his/her supervisor(s) stating the need or reason for the transfer and articulating an appropriate plan to serve the needs of the affected departments and facilitating the Advisor's transfer.

- B) **Involuntary Transfers:** The University may transfer a member of the bargaining unit from one P/A staff position to another, providing his/her pay is not reduced by the University, and providing he/she has the necessary credentials and qualifications for the position to which he/she is being transferred. Consultation with the staff member being transferred shall occur no later than fourteen (14) days prior to the effective date of transfer.
- C) Upon request, Human Resources will provide consultation with bargaining members designed to improve their ability to compete for internal vacancies.
- D) If departments or programs are merged as a result of reorganization, bargaining unit members in the department or program to be merged or transferred will be transferred to the receiving department with no loss of seniority or time counted toward the acquisition of Continuous Service.

13.5 Selection: Bargaining unit vacancies and new positions shall be awarded on the basis of qualifications. For purposes of this Article, "qualified" shall be defined as meeting all the necessary qualifications for the position to perform the required work. In determining whether an applicant is qualified to be interviewed, the University shall give consideration to the qualifications as stated on the position announcement and the application materials submitted by the applicant on the University applicant tracking system. The determination of qualifications is the responsibility of the University. In filling all permanent full-time or permanent part-time bargaining unit positions, the University will implement the following procedures insofar as it is consistent with the process described in the University's Affirmative Action Policy and guidelines:

- A) All applications shall be received and processed through the Office of Human Resources prior to submitting all materials to the Search Committee Chair. All postings shall be announced as internal only for a period of at least fourteen (14) calendar days.
- B) When a bargaining unit vacancy occurs or a new bargaining unit position is created, the affected operating area shall adhere to the Search Committee guidelines established by the University's Office of Equal Opportunity and Policy Compliance.
- C) Bargaining unit members shall be represented on Search Committees. The Search Committee will be comprised of: two (2) employees selected by the unit supervisor or department head, two (2) bargaining unit members appointed by the Union President, and one (1) person appointed by the Chief Human Resources Officer. The hiring authority shall designate one Search Committee member as the Chair. All Search Committee members should be selected on the basis of their knowledge of the duties and responsibilities of the vacant position. It is the intent of the parties that reasonable efforts are made not to appoint the same bargaining unit members to successive Search Committees.
- D) Subject to subsection (E) of this Section, the Search Committee shall receive and review all application materials that are timely submitted by those applicants who meet the qualifications for the position as determined by the Office of Human Resources. The Search Committee, in consultation with either the Office of Equal Opportunity and Policy

Compliance or the Office of Human Resources, shall reach agreement on which candidates to interview, except that all qualified internal candidates shall be granted an interview.

- E) The University reserves the right to use appropriate Human Resources staff, who may assume initial screening responsibilities of a Search Committee. In such instances involving a bargaining unit vacancy, at least one (1) bargaining unit member appointed by the Union's President who is knowledgeable regarding the duties and responsibilities of the vacant position and the Search Committee Chair or designee shall assist in these processes. Human Resources will forward to the Search Committee a list of all qualified bargaining unit applicants for all promotional/transfer opportunities.
- F) Upon the Search Committee either compiling or receiving a list of qualified candidates the Search Committee is responsible for identifying through interviews up to the four (4) "most qualified" applicants to be referred to the hiring authority for an interview. In determining if an applicant is "most qualified," the University shall give consideration to knowledge, ability, skill, experience, the qualifications as stated on the vacancy notice, and such other criteria as the University usually considers in filling a vacancy. If there are not at least two (2) qualified internal candidates on the list of the four (4) most qualified applicants, the list will be opened to include up to the two (2) most qualified internal candidates, for a possible maximum of six (6) applicants to be referred to the hiring authority. The Search Committee's Chair shall assume responsibility for all reports and documentation.
- G) The Search Committee will use an appropriate assessment form to rank all applicants. The assessment form must at least include measures for job related experience, education, and the qualifications of the specific job as posted.
- H) Internal qualified applicants with two (2) or more consecutive, evaluations with an overall rating of less than "Meets Requirements" or Satisfactory" as noted in Appendix F will be disqualified from bidding on promotional/transfer opportunities.
- I) **Hiring:** The Chair of the Search Committee shall forward the Committee's recommendation(s) to the hiring authority. The hiring authority will interview the top candidates referred by the Search Committee in accordance with (F) above and must select from these candidates. If an employee applies for an announced position and is determined by the hiring authority to be the most qualified over an outside applicant(s), the employee shall be awarded the position over the outside applicant(s). Such hiring decisions shall not be subject to the grievance and arbitration provisions of this Agreement. The University's determination as to the qualifications shall be conclusive in the absence of a showing that such determinations were arbitrary or capricious.
- J) The University and the Union mutually agree that bargaining unit members will neither be encouraged to apply or not apply for a position solely for the purpose of satisfying numerical requirements for interviews.
- K) Prior to filling a vacancy, the hiring authority must inform all members of the Search Committee of his/her final recommendation. If the Union has a reasonable belief that the search process was improperly administered, the Union reserves the right to file a grievance in accordance with Article 9 of this agreement.
- L) Upon selection, the hiring authority is responsible for forwarding to Human Resources a written rationale in support of the selected candidate and the Assessment Forms completed by the Search Committee if such forms are used by the Search Committee. A candidate who was interviewed and not selected may request from Human Resources developmental

recommendations. The hiring authority shall supply such within ten (10) work days of the request.

- M) The Chief Human Resources Officer will review the selection rationale documents with the Union, upon request, prior to approving the appointments.
- N) The University shall notify qualified bargaining unit applicants by electronic mail that they have not been offered the position once the candidate offered the position has accepted the offer of employment. The grievance timeline for an employee who wishes to file a grievance based on the selection of the candidate shall commence on the date of receipt of the notification as stated above. If a bargaining unit applicant is not notified, the grievance timeline will commence when the applicant becomes aware that a candidate has accepted the position, but no later than forty (40) work days after a candidate has accepted the position.
- O) An employee awarded a promotion under this Article that is outside of his/her operating area shall serve a probationary period of 180 days. An employee awarded a promotion under the Article that is within his/her operating area shall serve a probationary period of 120 calendar days. Any bargaining unit member removed during the probationary period will be relocated back into a position for which he/she is qualified at a rate no less than his/her previous position. Any bargaining unit member promoted may request to return to his/her former position during the first ten (10) working days of his/her probationary period.
- P) Each member of the bargaining unit who successfully bids on a position in a lower classification, or who displaces into a lower classification as a result of layoff and/or bumping shall be placed in the same relative position in his or her new pay grade as the employee held in his or her old pay grade. For example, if a full-time employee was in a position assigned to A 2 and was earning twenty five percent (25%) more than the minimum rate prior to his or her demotion to a full-time position assigned to A 1, after such demotion the employee would earn twenty five percent more than the minimum rate for A 1.

13.6: The University reserves the total and explicit authority to determine when a vacant position exists; whether to fill it, abolish it or transfer it to another department or work unit within the University; and to determine its job title and salary range.

ARTICLE 14 PART-TIME STAFF

14.1: Part-time staff members in the bargaining unit who are appointed or reappointed during the term of this Agreement will receive appointments of employment which specify:

- A) the duration of the appointment, by reference to starting and ending dates; and,
- B) a percentage of full-time service, with full-time service equaling forty (40) hours per week expressed as an FTE.

For example, a staff member appointed to serve eight months for thirty (30) hours each week will have an FTE of .75 for eight (8) months.

14.2: Part-time staff in the bargaining unit shall be given a description of duties to be performed. They will not be expected to work in excess of the total FTE specified on their contract. The Chief Human

Resources Officer must approve any exception to this policy. They will be paid their normal salary regardless if they are regularly scheduled to work on a holiday or not during the terms of their contracts. They will not be denied the right to enroll in courses at the University. They will be issued ID cards and granted access to the Library and Beeghly Physical Education Center, as well as other recreational facilities. They will pay for parking in the same manner as full-time employees (see Section 28.6). They shall be entitled to a discount of fifty percent (50%) on athletic and theater tickets purchased for the use of the employee and his/her immediate family members during the term of their contract. (The athletic ticket discount shall be available on individual athletic events only if the tickets are purchased at least one day prior to the event.). They shall be evaluated in accordance with Article 18.

14.3: In addition to the benefits specified in Section 14.2 above, part-time staff in the bargaining unit whose appointments equal or exceed an FTE of .5, as defined in Section 14.1 and specified on the appointment, shall be eligible for the following:

- A) The part-time bargaining unit member shall have the opportunity to participate in the University's group insurance program, single, single plus one, or family, by enrolling for coverage from the effective date of appointment through the following June 30, by paying the University a premium calculated according to the same income-based formula applied to full-time employees under Article 5, Section 5.2a, based upon the part-time bargaining unit member's full-time equivalent annual salary (for example, a .50 FTE bargaining unit member with an annual salary of \$30,000 would pay a percentage-based premium based upon an annual salary of \$60,000). Should the University convert to a flat percentage-based premium formula during the term of this Agreement in accordance with Article 5, Section 5.2a(C), then the part-time bargaining unit member shall pay the same premium as full-time bargaining unit members.
- B) The individual shall accrue sick leave prorated against the full-time standard and shall be entitled to the use of such sick leave in accordance with Article 7 of this Agreement.
- C) The individual shall be eligible for remission of the University's instructional and general fees for up to six (6) semester hours during any academic year when enrolling in an academic semester during part of which the staff member is under contract.
- D) The individual shall be entitled to a discount of twenty percent (20%) on all purchases of \$5.00 or greater at the University Bookstore during the term of his/her contract. The discount shall be available only for goods purchased by the bargaining unit member for his/her personal use or for the use of their immediate families. Abuse of this privilege shall be grounds for suspension of the individual bargaining unit member's privilege.
- E) Vacation benefits as described in Article 8.
- F) If a part-time University employee becomes a full-time bargaining unit member, the individual shall receive credit toward Continuity of Employment for related satisfactory University service, up to a maximum of two (2) years, by using seventy-five percent (75%) of the total FTEs worked as a part-time employee. For example, if an employee worked .50 FTE for a total of three (3) years, he/she would receive $(3 \times .5) \times .75 = 1.125$ years of credit. FTEs for part-time contracts of less than twelve (12) month duration will be prorated by 1/12 for each month not under contract. For example, if an employee worked nine (9) months each year at .75 FTE for five (5) years, he/she would receive $[(.75 \times 9/12) \times 5] \times .75 = 2.11$ years of credit. Current full-time bargaining unit members who were previously part-time employees and who have not yet achieved continuity of employment shall be granted credit as provided in this section.

14.4: In addition to the benefits established in Sections 14.2-14.3 above, part-time staff whose appointment equals or exceeds .75 FTE (as defined in Sections 14.1) shall receive the insurance benefits defined in Article 5, vacation benefits as defined in Article 8 and fee remission benefits as defined in Section 28.8.

14.5: Exclusivity of Application: The parties agree that the provisions of this Article constitute their basic agreement concerning the terms and conditions of employment of members of the bargaining unit who are part-time staff. Thus, for members of the bargaining unit who are part-time staff (See Appendix A), the provisions of this Article shall supersede and replace the provisions of Article 5 ("Insurance Benefits"), Article 7 ("Leaves"), Article 8 ("Vacations") Article 10 ("Continuous Service"), Article 20 ("Retirement"), and Article 28 ("Miscellaneous", with the sole exception of the provision concerning "Emergency Closings"), to the extent that any of these articles provide benefits that are not provided under the provisions of Article 14, or that benefits are provided in greater degree than in Article 14. For members of the bargaining unit who are part-time staff, the provisions of Article 14 shall be finally determinative concerning all issues addressed herein.

ARTICLE 15 POSITION AUDITS AND APPEALS

15.1 Official Position Description: Within thirty (30) days of initial appointment, transfer, promotion or reclassification, the University shall provide each bargaining unit member and APAS, a copy of his/her official position description. The position description shall include the official date issued, pay grade, initials of reviewers, basic function and responsibility of the position, characteristic duties, supervision exercised, immediate supervisor, and minimum qualifications. Once a position description has been issued to a staff member, the University will consult with the staff member prior to revising the description, and will not--without the concurrence of the staff member--add duties that are not related to the basic function and responsibility of the position.

15.2 Position Audits: A bargaining unit member may request at any time, but not more than once per fiscal year, in writing to the Chief Human Resources Officer that his/her position description be audited for the purpose of determining if the position is in the proper pay grade. If, as a result of the audit, the University determines that a bargaining unit member has been assigned duties that would result in assignment to a higher pay grade, the University shall either assign the position to the appropriate pay grade or cease to assign the bargaining unit member that portion of the duties which caused the position to be assigned the higher pay grade. If the University ceases to assign the bargaining unit member that portion of his/her duties which do not properly fall within the current pay grade, the University will notify the bargaining unit member of the decision in writing. If the position is assigned a new pay grade, the effective date of the reclassification shall be no later than the beginning of the pay period immediately after the receipt of the written request for the audit by the Chief Human Resources Officer. The University will inform the bargaining unit member of the results of the audit no later than one hundred and ten (110) days of the receipt of the request for audit.

15.3 Position Audit Appeals: A bargaining unit member who disagrees with the results of a position audit may appeal the decision. A completed Audit Appeal form must be filed with the Chief Human Resources Officer within thirty (30) days of receipt of notification of the audit results. The Chief Human Resources Officer will forward the appeal request to the Audit Appeal Committee, which will complete its review and provide written notification of its decision to the bargaining unit member within sixty (60) calendar days of the Audit Appeal request. The decision of the Audit Appeal Committee is final and binding; there is no further appeal and the decision is not grievable.

The Audit Appeal Committee will consist of one member and an alternate appointed by YSU-APAS, one member and an alternate appointed by the Chief Human Resources Officer, and the Vice President of Finance and Administration or his/her designee. Alternates will not serve as voting members unless

replacing an appointee and will not attend meetings unless serving as a substitute for the member. Audit Appeal Committee appointees and alternates will serve for one (1) fiscal year.

ARTICLE 16 WORK SCHEDULES

16.1: Schedules:

A) Full-Time Service: Bargaining unit members are Professional/Administrative salaried staff who the University represents that they believe to be exempt from the wage/hour provisions of the Fair Labor Standards Act. Bargaining unit members are employees whose work schedules are not tied to a fixed number of hours per day or per week. Bargaining unit members are required to work an average of forty (40) hours per week. Each bargaining unit member and his/her supervisor should periodically, but at a minimum once annually, review work demands and scheduling considerations. It is the joint responsibility of bargaining unit members and the supervisor to establish and maintain clearly determined work schedules. Flexible scheduling alternatives may be considered as described in Section 16 B) immediately below.

B) Flexible Scheduling Options:

1. **Purpose:** The University supports the use of various work scheduling arrangements for bargaining unit members that are designed to meet the operating and service needs of a department in accordance with University policy. The availability of flexible work schedules is not intended to change the department's regular hours of operation, nor does it alter the responsibility or diminish the authority of department heads to establish and adjust work schedules. Instead, this type of flexible scheduling is intended to bolster staff morale and retention while maintaining and enhancing a department's service delivery. The University and the Union agree that flexible scheduling may not be practical in every department or for every position. If a bargaining unit member wishes consideration for a flexible work schedule, he/she should submit the request in writing to his/her immediate supervisor. The request for flexible scheduling will be discussed by the supervisor with Human Resources for contractual compliance and accountability for both the employee and supervisor. Flexible schedule requests shall be made a minimum of two weeks prior to the requested start date. Such requests shall be approved unless overwhelming circumstances exist to deny such requests.

2. Definitions:

a. **Flex-time** is an arrangement that may include a consistent daily schedule with individualized starting and ending times that are the same throughout the week or a varying daily schedule that starts or ends at different times each day. The varying daily schedule may include a consistent 8 hour day throughout the week or a varying daily schedule of more or less than 8 hours. For full-time bargaining unit members, the total weekly hours for both consistent and varying schedules must be 40 for the work week.

b. **Compressed Workweek** is an arrangement that enables a full-time bargaining unit member to work longer days in exchange for a shorter day or a day off each week. Examples of a compressed workweek schedule are: four ten-hour days with no work on the fifth day; or a four-and-one-half day workweek where 40 hours are worked in four and one-half days.

- C) The parties agree, however, that the University retains the right to schedule bargaining unit members. The denial of a bargaining unit member's requested schedule shall not be arbitrary or capricious. A bargaining unit member may request a meeting each semester with his/her supervisor to review the actual hours worked and time taken off during the previous semester. A bargaining unit member who has concerns about his/her schedule may file a grievance or a complaint under the provisions of Article 8 ("Grievance Procedure"), or may have an informal discussion of the matter with the cognizant principal administrative officer and/or the Chief Human Resources Officer.
- D) The University shall provide cell phones for the use of "on call" employees.

16.2: Attending Meetings: Members of the bargaining unit may attend meetings of the Youngstown State University Board of Trustees sub-committee and regular meetings, provided that the individual's department director or supervisor approves in advance.

16.3: Off-Campus Duties: Members of the bargaining unit who are regularly assigned to perform duties off campus, and travel in their personal automobile, shall be reimbursed at the rate currently in effect under the University travel regulations, by processing a travel voucher in accordance with University travel regulations.

16.4: Research: All proceeds which result from research by a bargaining unit member, including marketable computer software programs, when research is not conducted as part of the bargaining unit member's specifically assigned duties, belong to the bargaining unit member unless the research is subsidized by the University or an external agency which stipulates contrary terms in a separate and specific contract as a condition of support. The signing of a specific contract with the University for subsidized research cannot be a stipulated condition of employment. This policy shall not apply to royalties, which shall go exclusively to the author.

16.5: Outside Employment: Members of the bargaining unit may accept consulting and other employment outside the University as long as such employment does not interfere with the individual's University duties and does not constitute a conflict of interest with the bargaining unit member's position at the University. "Conflict of interest" includes the same services for the same clientele that a bargaining unit member does as part of his/her University duties for pay or remuneration from a person or entity other than the University; use of University materials, facilities, or staff to secure pay or remuneration from a person or entity other than the University; or use of the influence, authority, or privileges that derive from a position at the University for private gain. The right to engage in outside employment exists at all times, including periods of leave other than sick leave.

16.6: Access: Members of the bargaining unit whose duties require access to campus buildings when they are normally closed will be issued keys to departmental offices and/or buildings, upon the approval of the department head.

16.7: Part-Time Teaching: A member of the bargaining unit may, with the prior approval of his/her department head, engage in part-time teaching during his/her normal work hours and be paid for such duties. Time spent on limited service teaching duties shall not count toward the forty (40)-hour schedule referenced in Article 16.1.

ARTICLE 17 HOLIDAYS

17.1: The University holidays for members of the bargaining unit shall be the first day of 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, the twenty-fifth day of December, and any day appointed and recommended by the Governor of this state or the President of the United States.

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|---------------------------|---------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King Day | 7. Columbus Day |
| 3. President's Day | 8. Veterans Day |
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Fourth of July | 10. Christmas Day |

17.2: Bargaining unit members shall receive any additional paid holiday(s) provided by the University to the employees of any other bargaining unit.

17.3: The Board of Trustees of Youngstown State University may authorize the observance of days other than those specified in Section 17.1 above, for those holidays normally observed on the third Monday in January, the third Monday in February, and the second Monday in October.

17.4: Should a holiday fall on a Saturday or a Sunday, the holiday will be observed on the preceding Friday or the following Monday, at the discretion of the University.

17.5: Since many important religious observances occur on days not designated as legal holidays under this article, the University, upon request, will grant a bargaining unit member any/all opportunities to observe a religious holiday provided that the time off is first charged to vacation, compensatory time, or personal leave if available, or leave without pay if paid leave is not available.

17.6: The University must give great deference to a bargaining unit member's request(s) for small amounts of vacation, compensatory time or personal leave in order to attend special worship services. Any action taken by the University regarding use of such leaves shall not be arbitrary, capricious or discriminatory in nature.

17.7: The University will consult with the Union prior to adopting the calendar for each academic year, which specifies the actual dates on which holidays are to be observed. However, the parties recognize that the University bears responsibility and retains final authority in the development of the University calendar.

ARTICLE 18 EVALUATION

18.1: Purpose: The purpose of the evaluation system described herein is to help bargaining unit members improve professional performance, record a formal evaluation of how well a bargaining unit member has performed his/her duties, provide for regular discussions about individual performance and improvement thereof, provide incentives for outstanding performance, and formal recognition of bargaining unit members who have done well, and provide those individuals responsible for making career decisions with information concerning the quality of an individual's work.

18.2: Process: A non-probationary bargaining unit member will be evaluated on his/her performance not more than once each year. The evaluation process will be completed by his/her immediate supervisor by February 28 for the previous calendar year, with the exception of an "out of cycle" evaluation. A probationary bargaining unit member will be evaluated by his/her immediate supervisor on his/her performance at the end of his/her first six (6) months of University employment and again at the end of one year. The evaluation period includes all work time covered since the last date an evaluation was due.

- The evaluation shall include a discussion between the bargaining unit member being evaluated and the evaluator, which includes a review of the bargaining unit member's position description and performance, before the evaluation form is finalized.

- The bargaining unit member shall also have an opportunity to review the evaluation form and shall sign the evaluation form. The bargaining unit member's signature shall certify that he/she has received the evaluation, but will not necessarily indicate agreement with it.
- The University will provide the bargaining unit member with a copy of the evaluation within ten (10) working days after it is signed by the bargaining unit member.
- Before being placed in the bargaining unit member's official personnel file, a bargaining unit member's evaluation will be signed off by the department head in situations where the evaluator is not the department head.

"Out of Cycle" Evaluations: An evaluator must have supervised a bargaining unit member for at least six (6) months before conducting the evaluation process. In the event that a bargaining unit member has a new supervisor, the evaluation deadline will be extended as necessary to insure that the bargaining unit member has been supervised by the supervisor for the six (6) month minimum time period. Future evaluation dates for probationary bargaining unit members will revert to the annual calendar year evaluation cycle. When a non-probationary bargaining unit member receives an "out of cycle" evaluation, such evaluation will be considered the bargaining unit member's annual evaluation for that calendar year. The next evaluation will be on cycle. A non-probationary bargaining unit member will not be evaluated more than once in a twelve (12) month period.

In the event that the process has not been completed as due, a record of omission shall be included in that bargaining unit member's official personnel file and copied to the evaluator's immediate supervisor for appropriate use.

18.3: Optional Approaches: The following options may be initiated by the bargaining unit member or the evaluator.

- 1) **Self-Evaluation:** The bargaining unit member being evaluated may prepare a narrative self-evaluation in which he or she reports and evaluates information related to job performance for the period being evaluated. If a self-evaluation is written, the evaluator reviews the self-evaluation, discusses it with the bargaining unit member, appends it to the evaluation form, and forwards it as part of the evaluation record. The evaluator may attach a written statement regarding the self-evaluation narrative.
- 2) **Record of Goals, Objectives and Activities:** In some instances, it is appropriate to record in writing goals, objectives and activities for the coming year. The bargaining unit member can attach a separate page itemizing this record. If a record of goals, objectives and activities is written, the evaluator reviews the record, discusses it with the bargaining unit member, appends it to the evaluation form, and forwards it as part of the evaluation record. The evaluator may attach a written statement regarding the record of goals, objectives and activities.

18.4: Evaluation Response Options: The bargaining unit member may offer verbal comments upon the evaluation, record in writing on the evaluation form or on an appended document a statement of any elements in the evaluation with which he/she disagrees.

If a bargaining unit member disagrees with the judgment of the evaluator, the bargaining unit member may (1) so note on the evaluation form; (2) so note, with comments in the "Bargaining Unit Member's Acknowledgment" section of the form; and/or (3) forward to the Chief Human Resources Officer, a written statement expressing disagreement with the evaluation within forty (40) days following the employee's signing of the evaluation form. Comments forwarded to the Chief Human Resources Officer under this provision will be appended to the evaluation form in the personnel file.

A bargaining unit member 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 9 ("Grievance Procedure"). 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.

18.5: Exclusivity: During the term of this Agreement, the evaluation procedure and instrument described in this Article (See Appendix F) shall be the only formal system of performance evaluation of bargaining unit members employed at YSU, except for the evaluated judgments required by the other provisions of this Agreement. Effective January 1, 2016 the evaluation form and measures currently used for YSU Excluded Professional/Administrative Staff shall be used for members of the bargaining unit. A copy of the form is enclosed as Appendix F-2.

ARTICLE 19 PERSONNEL FILES

19.1: The parties agree that the University may establish regulations for the custody, use, and preservation of appropriate records pertaining to bargaining unit members. Only one official personnel file shall be maintained by and in the office of Human Resources 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 bargaining unit member shall have access to his/her official personnel file within normal working hours. The University will also grant access to a bargaining unit member's official personnel file to the bargaining unit member's designated representative.

19.3: No bargaining unit member shall be granted access to references written at the time of initial employment.

19.4: Any bargaining unit member who has reason to believe that there are inaccurate or outdated materials contained in his/her personnel file has the right to submit a memorandum to the Chief Human Resources Officer or his/her designee requesting that the document(s) in question be reviewed to determine their appropriateness in the personnel file.

19.5: The University will promptly (no more than ten (10) days) review requests received under the provisions of Section 19.4. If the University concludes that the material is inappropriate for retention in the bargaining unit member's official personnel file, the material shall be removed and the bargaining unit member shall be so informed. If the University concludes that the material is appropriate for retention in the official file, the University shall so inform the bargaining unit member; in this event, the bargaining unit member has 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 bargaining unit member'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 bargaining unit member's objections to the material.

19.6: Individual letters of appointment, appointment forms, sick leave forms, vacation forms, notices of disciplinary action, and other material deemed appropriate by the University may be included in the official personnel file. However, any document which does not include as part of its normal distribution a copy to the individual, or which does not originate with the individual, shall not be placed in a personnel file unless the bargaining unit member is simultaneously provided a copy by campus mail.

19.7: Materials Related to Disciplinary Action:

- A) Upon the written request of the bargaining unit member, materials related to disciplinary action (see Article 11: "Corrective Action and Termination for Just Cause") will be removed from the individual's personnel file, provided a minimum of twelve (12) months have passed since the insertion of the material into the file without an intervening occurrence of disciplinary action.
- B) In the twelve (12) months following the removal of disciplinary action(s) from the bargaining unit member's personnel file, any subsequent disciplinary action will remain in the personnel file as follows:
 - 1. The first disciplinary action after an item is removed will remain on file for a period of eighteen (18) months.
 - 2. Any subsequent disciplinary action(s) that occur during the eighteen (18) month period will remain on file for a period of twenty-four (24) months.
- C) Materials related to discipline that are placed in the personnel file under Section 19.7(B)(1) or (2), may be removed after the employee has had no intervening disciplinary action(s) taken for the specified length of time of the last insertion of the materials. Once materials are removed from an individual's personnel file, after the eighteen (18) or twenty-four (24) month period of time has elapsed, any further disciplinary action will refer back to Section 19.7(A).
- D) Material removed under the provisions of this section will not be used in subsequent disciplinary or termination hearings. Requests for early withdrawal of such materials may be submitted to the Chief Human Resources Officer; a written response will be issued within ten (10) working days. The decision regarding early withdrawal shall not be subject to arbitration.

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

19.9: Unsuccessful bids for vacancies and correspondence related thereto shall not be placed in a bargaining unit member's personnel file.

19.10: To the extent feasible under Ohio law, official personnel files shall not be open to the general public.

19.11: Contact Information: Notifications that the University sends to a bargaining unit member's residence shall be mailed to the current address on file in Human Resources. It is the responsibility of the bargaining unit member to provide a current residential address and telephone number to both the Office of Human Resources and to the unit supervisor (see Appendix K). Bargaining unit members are encouraged to provide contact information to the Office of Human Resources to be used in emergency situations. The University shall periodically remind members of the bargaining unit of their obligation to update their contact information.

19.12: The Chief Human Resources Officer or his/her designee shall maintain a log of all individuals who have accessed the official personnel file of any bargaining unit member. A copy of such log shall be provided to the Association each month, provided a new entry has been made in the log during that month. In addition, the University shall give prompt notice to a member of the bargaining unit when his/her official personnel file has been examined, except in the normal course of university operations. (e.g. committee responsibilities as reflected in this contract, matters of attorney client privilege).

ARTICLE 20 RETIREMENT

20.1: No Mandatory Retirement: There shall be no mandatory retirement age for members of the bargaining unit during the term of this Agreement.

20.2: Sick Leave Conversion: A bargaining unit member who retires, as defined below, after June 30, 2013 with ten (10) or more years of University service is entitled to convert to cash payment part of his/her accrued but unused sick leave. Payment is based upon the bargaining unit member's hourly rate of pay, as available in the Banner System, immediately prior to retirement.

Effective July 1, 2016, the cash payment of accrued but unused sick leave shall be twenty-five percent (25%) of accrued but unused sick leave of the first nine hundred sixty (960) hours, for a maximum payment of two hundred forty (240) hours.

A bargaining unit member who retires, as defined below, on or before June 30, 2016 shall receive payment for thirty percent (30%) of the first five hundred (500) hours (or portion thereof) of accrued but unused sick leave; forty-five percent (45%) of the second five hundred (500) hours (or portion thereof); and fifty percent (50%) of the third five hundred hours (500) hours (or portion thereof).

All accrued sick leave shall be eliminated from a bargaining unit member's record upon sick leave conversion. Such payment shall be made only once to an individual. Sick leave conversion does not apply to any separation or termination other than retirement. "Retirement" as used in this section refers to retirement under the provisions of one of the Ohio public retirement systems at the time of separation and requested sick leave conversion.

20.3: Continued Benefits: A member of the bargaining unit who retires shall be entitled, for an unlimited period of time, on the same basis as bargaining unit members, the use of Maag Library; tickets for all University functions; the use of Beeghly Center, Stambaugh Stadium, and other physical fitness and recreational facilities; and retention of electronic mail accounts. Retirees, their spouses and dependent children (as defined in Section 28.8) to the end of the academic year in which they reach age twenty-five (25), shall be eligible for remission of all instructional fees and general fees. (See Article 28, Section 28.8). Retired bargaining unit members shall be eligible to purchase a parking permit annually for the annual parking fee established by the University. Bargaining unit members who retire with ten (10) or more years of University service are eligible for a convertible life insurance policy through the carrier as of the date of their retirement (rounded to the nearest multiple of \$1,000) to a maximum of \$75,000. Such policy for a retiree will not include accidental death and dismemberment insurance.

Upon the death of a retired bargaining unit member, his/her un-remarried spouse and dependent children (as defined in Section 28.8) to the end of the academic year in which they reach age twenty-five (25) shall remain entitled to the benefits specified in Article 28, Sections 28.3 and 28.4.

ARTICLE 21 RETAINED RIGHTS

The University retains all of the 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 4117.08. 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 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 government;
- I) Effectively manage the work force;
- J) Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 22 ASSOCIATION RIGHTS

22.1: General: In addition to other rights and privileges accorded to the Association elsewhere in this Agreement, the Association shall have the rights specified below.

22.2: Access: Duly authorized representatives of the Association shall have access to the University premises for the purpose of transacting official Association business consistent with the Agreement, provided that this shall not interfere with or interrupt the normal conduct of University affairs.

22.3: Use of University Facilities at No Cost: The Association shall be permitted reasonable use of University rooms for meetings on the same basis as other University groups, including exclusive representatives. YSU-APAS shall be permitted reasonable use of University bulletin boards, the University's physical and electronic services for communication with members of the bargaining unit on matters directly related to the Union's role as exclusive representative of the bargaining unit and P/A staff mail boxes, for communication with members of the bargaining unit. YSU-APAS shall also be permitted to use the University mail service. Such use shall be limited to the Association's role as exclusive representative in matters of mutual concern between the parties.

22.4: Use of Other University Facilities: The Association shall be permitted reasonable use of University printing/reproduction services, on a "cost-for-use" basis. Printing/reproduction services shall be available to the Association solely and exclusively for activities and communication directly related to its role of exclusive representative of the bargaining unit defined in Article 2. The Association shall also be permitted, on a "cost-for-use" basis, reasonable use of University vehicles in the Motor Pool, provided that three (3) days prior to the date of planned travel the vehicle(s) have not been scheduled for use by any

academic or administrative unit. Use of such vehicles shall be available solely and exclusively for travel directly related to the Association's role as exclusive representative of the bargaining unit defined in Article 2. The charges to the Association for such services will not exceed those assessed against other on-campus groups or individuals.

22.5: Printing of the Agreement: Copies of this Agreement shall be printed at the University's expense within three (3) months after ratification by both parties and distributed to all members of the bargaining unit, including newly hired employees. The University shall provide the Association with (fifty) 50 additional copies of the Agreement free of charge. Further, the Association or its members may purchase additional copies at cost.

22.6: Grievance Officers: The University shall recognize six (6) Association Grievance Officers. The Association shall inform the University in writing of those bargaining unit members designated as the Grievance Officers, including the Chief Grievance Officer, prior to the University's recognition of those persons as Grievance Officers. The Association will notify the University promptly of changes in the list of Grievance Officers. Grievance Officers shall be authorized to investigate grievances and to represent employees in grievance adjustments, as provided by Article 9 ("Grievance Procedure"). The Association will attempt to distribute assignments equally among Grievance Officers. The Association will also inform the University in writing of the bargaining unit member designated as the President of the Association. The President or the Chief Grievance Officer will, with the prior approval of the Chief Human Resources Officer and with prior notice to the appropriate department head, be permitted to meet with the Chief Human Resources Officer during normal work hours to discuss and attempt to resolve labor management issues arising from the provisions of this Agreement.

22.7: The Union President shall be granted a paid leave of absence of eight (8) hours per week for each scheduled workweek during the life of this Agreement. When the President's work office is located off campus, two (2) additional hours will be added to equal ten (10) hours per week. The Union President shall be free to conduct Union business on University premises during the eight (8) hour release period in accordance with the other provisions of the Agreement. This release time is in addition to all other release time contained in the Agreement. Release time should be pre-arranged with the Union President's supervisor to maintain efficient operation of the department. The Union President will refrain from conducting union business during work time except as otherwise specified in the Agreement.

Union Grievance Officers recognized in Section 22.6, including the Chief Grievance Officer, shall be permitted up to twelve (12) Grievance Officer hours each week to investigate possible grievances and/or grievances during the paid working hours of the Grievance Officers. 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. The University agrees that permission to investigate a possible grievance and/or grievance will not be unreasonably denied.

- A) The twelve (12) hours apply to all Grievance Officers; that is, one (1) Grievance Officer at twelve (12) hours; or two (2) Grievance Officers at six (6) hours, etc. Time spent in consultation with the Chief Human Resources Officer or his/her designee will not be counted against the twelve (12) hour limit.
- B) If unused in a given week, Grievance Officer-hours may accumulate to a maximum of twenty (20) hours.
- C) Advance permission must be granted by the Grievance Officer's supervisor and by the Chief Grievance Officer or Union President prior to investigation of a possible grievance and/or grievance during paid hours.

- D) If a Grievance Officer leaves his/her work area to investigate a grievance in another work area, the Grievance Officer will inform the supervisor in the grievant's work area before talking to the grievant.
- E) No individual Grievance Officer may devote more than six (6) hours of paid time to possible grievance and/or grievance investigation during a given week without the permission of the University.
- F) A weekly account of the grievance hours will be kept by the Chief Grievance Officer. This information will be available to the University upon written request.
- G) If a bargaining unit member is summoned to a meeting or investigatory interview and the employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says, the employee has the right to request union representation. The role of the union representative during such meeting is non-adversarial. However, the representative does have the right to assist and counsel the employee during the meeting. If a union representative is not available, the meeting will be postponed to a mutually agreeable time within the next two (2) work days.

Up to five (5) duly elected officers of YSU-APAS will be accorded the same rights and privileges as Grievance Officers.

22.8: Association Negotiating Team: Once the process of negotiating a successor Agreement has commenced, each member of the Association Negotiating Committee shall be granted up to four (4) hours per week release time to prepare for bargaining. When members of the Association Negotiating Team are in the same University department, a maximum of four (4) hours release time total per department per week shall be granted, unless the department head at his/her discretion, allows more.

22.9: The Association shall be forwarded a copy of the following information within fourteen (14) working days of the signing of a contract of an employee new to the bargaining unit or of a personnel action that results in a change in an employee's bargaining unit status: name, home address, listed home phone number, classification, area assigned, effective date of employment, length of contract, base annual salary, and full-time or part-time status.

22.10: The Union shall be invited to participate in scheduled employee orientations for the purpose of introducing all newly hired employees to the Union. Such presentation will not exceed thirty (30) minutes. The University shall make a good faith effort to notify the Union no less than five (5) days prior to each employee's start date.

ARTICLE 23 UNIVERSITY-ASSOCIATION RELATIONS

23.1: Labor Management Committee: There shall be a committee(s) consisting of an equal number of Union and University representatives, unless otherwise mutually agreed upon by the parties. The committee will meet at least two (2) times per year but shall receive, upon request, quarterly progress reports from Human Resources.

23.2: Committee Purpose and Agenda: The purpose of the committee is to provide a means for continuing communication between the parties and to promote a climate of constructive employee-employer relations. This would include, but is not limited to, such activities as to:

- A) Discuss the administration of this Agreement;

- B) Notify the Union of changes contemplated by the University which may affect bargaining unit employees;
- C) Discuss the future needs and programs of the University;
- D) Disseminate general information of interest to the parties;
- E) Give the Union representatives the opportunity to discuss the views of bargaining unit employees and/or make suggestions on subjects affecting those employees;
- F) Give the parties the opportunity to discuss the problems that give rise to outstanding grievances and to discuss ways of preventing contract violations and other workplace conflicts from occurring. The parties agree that the discussion of individual grievances is not an appropriate topic for Labor/Management committees;
- G) Proposed work rules; and
- H) Discuss such other items as the parties may mutually agree. The committee will be co-chaired by a Union and a University representative. The agenda for each meeting shall be jointly prepared by the co-chairpersons in advance of the meeting. The parties are committed to a timely completion and distribution of the minutes. The minutes shall not be construed as constituting a binding agreement or negotiations between the parties.

23.3: Time Off: Unless mutually agreed otherwise, such meetings shall be held during normal work hours.

23.4: Labor/Management Relations: The University and the Union recognize that the character and quality of the Union-Management relationship in each department has an impact upon productivity and quality services. Accordingly, the parties agree to support joint labor/management training in skills and concepts which may contribute to increased Union-Management understanding and cooperative relationships.

23.5: No Strike - No Lockout: In accordance with the provisions of O.R.C. 4117, the Association, on behalf of its officers, agents, and members agree that so long as this Agreement, or any written extension hereof, is in effect, there shall be no strikes, or unlawful interference with the operation of the University. The University agrees that there shall be no lockout during the term of this Agreement or any written extension hereof. The provisions of this section shall be in full effect in the event a strike is called involving any other bargaining unit on the YSU campus during the term of this Agreement.

23.6: Selection of Representatives: Each party shall have the unqualified right to select its own representatives for purposes of negotiating or administering this Agreement, free from any attempt at control or interference by the other party with respect to such selection.

23.7: Information: 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 following will be sent to the Association as soon as possible:

- A) The internal operating budget when adopted by the Board of Trustees;
- B) Year-end financial reports;
- C) Semester enrollment data;

- D) Information required for the preparation and the processing of a grievance;
- E) A comprehensive report from the office of the Chief Human Resources Officer each October 1 of the membership of the bargaining unit;
- F) A bi-monthly report from the office of the Chief Human Resources Officer of personnel changes affecting the bargaining unit since the previous report, which shall include appointments, promotions, retirements, deaths, separations, and name changes;
- G) The YSU FACTBOOK;
- H) The YSU GUIDEBOOK;
- I) Notices, agendas and official minutes of the meetings of the YSU Board of Trustees and its committees when released to the public; and
- J) A copy of all position announcements for Professional/Administrative positions will be provided to the Association President as soon as the position announcement is approved for distribution.
- K) A copy of the descriptors for APAS Pay Grades will be provided to the Association President.
- L) Copies of all supplemental contracts issued to bargaining unit members will be sent to the Association President upon approval.

The University will furnish the Association copies of communications distributed generally to P/A staff in the University, or in any administrative unit of the University. Similarly, the Association will furnish the University copies of communications distributed generally to P/A staff in the University, or in any administrative unit of the University.

23.8: Recorded Conversations: No conversation or conference between a member of the bargaining unit and a member of the Administration shall be mechanically recorded without the full awareness of the other party that the conversation or conference is to be recorded. "Mechanically recorded" includes any tape recorder or audio or video recording device in the possession of or on the person of the individual who records the conversation or conference.

ARTICLE 24 SEPARABILITY

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

24.2: The parties further agree that they shall cooperate fully with each other in seeking an expeditious resolution of any such decision through litigation, in the event that either party or both parties disagree with the decision. The parties agree that, should a court decision overturn any decision that a portion of the Agreement is illegal; the parties shall accept the ruling of the court of law. However, each party shall

reserve the right to file an appeal to a higher court and may seek to have the ruling set aside until the issue under appeal is decided.

24.3: 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 the enabling legislation. Similarly, any provision of this Agreement which may require legislative action for its implementation or its funding shall not become effective until the necessary legislation has been enacted and becomes effective; conversely, if legislative changes occur during the life of this Agreement which make it illegal or impossible to fund any provision of this Agreement, the obligation of the University hereunder to that extent shall be suspended.

24.4: In the event a state or federal law affecting this Agreement is enacted during the term of this Agreement, the parties agree to meet promptly and determine those areas of this Agreement which must be revised to bring this Agreement into compliance with the law; this revision shall be limited to those areas in which a revision is mandated by the legislation, and there shall be no obligation on the part of either party to reopen or renegotiate areas in which revisions might be permissible but are not mandatory under such legislation.

ARTICLE 25 DUES DEDUCTION AND MEMBERSHIP

25.1: In accordance with the provisions of Ohio Revised Code 4117.09(B)(2), the University will provide payroll deduction of initiation fees, membership dues, and assessments of members of the Union who belong to the bargaining unit and submit a completed "OEA/NEA Membership Enrollment Form" to the University. Dues shall be deducted from each paycheck.

25.2: Membership Dues: The amount of dues deducted shall be uniform for all members of each category in the bargaining unit, that is, all full-time bargaining unit members shall pay a uniform amount, all permanent part-time bargaining unit members shall pay a uniform amount (which may be less than the amount paid by the full-time bargaining unit members). The Union may uniformly increase or reduce the amount to be withheld by notifying the University a minimum of thirty (30) days prior to the pay date on which the change is to be implemented; the Union may make one (1) such change each calendar year of this Agreement. In the event the Union and/or its affiliates believe that membership in the Union and/or its affiliates obligates a member or members of the bargaining unit to pay dues in addition to the dues established by this article, collection of such dues shall be the sole responsibility of the Union and/or its affiliates, and the University shall have no obligation to the Union for collection of such additional dues.

25.3: A member of the bargaining unit who has authorized payroll deduction of dues may revoke the authorization by submitting a "Payroll Deduction Authorization" form advising the University of the revocation, a minimum of thirty (30) days prior to the effective date. The University will advise the Union of revocation of dues deduction when the request is received.

25.4: Fair Share Fee: In accordance with the provisions of Ohio Revised Code 4117, members of the bargaining unit are required, as a condition of employment, either to be members of the Union and its affiliates, or to pay a fair share fee not to exceed the Union membership dues. The Association will annually provide written notice to the University of 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 Association. At the time that the Association provides written notice to the University of the amount of the fair share fee, it will also provide the Chief Human Resources Officer with the same financial and other information that the Association provides to "Fair Share Fee Payers" in compliance with the law. Within fourteen (14) days of the close of the annual period for bargaining unit members to file a challenge or objection to the Association's fair share fee procedure, the Association will notify the Chief Human Resources Officer in

writing of such challenge or objection. The University shall deduct the amount of fair share fee over the period of March through August in equal amounts from each paycheck.

25.5: Individuals who are appointed to a position in the bargaining unit after the first pay period in September shall be required to pay full applicable dues or the fair share fee. The University shall arrange for payment of dues or the fair share fee in equal installments through payroll deduction to secure full payment by the bargaining unit member by August 31.

25.6: Individuals who retire or terminate employment prior to the end of the OEA fiscal year (June 30th) shall be required to submit the remainder of the applicable dues to the union in the last paycheck received as a final union deduction.

25.7: If a member becomes excluded through the process cited in Article 2 of this Agreement, the employee shall be assessed the remainder of the full year's Union dues in the last paycheck prior to the effective date of the exclusion.

25.8: The University will promptly forward the dues or fair share fee deduction to the officer designated in writing by the Union. The University will levy no charge upon the Union for administering the payroll deduction.

25.9: Indemnification Agreement: The Union agrees that it shall indemnify and hold harmless the University, its officers, trustees, bargaining unit members or agents, against all claims, demands, causes of action, awards, costs, expenses, attorney fees and any and all other damages arising or resulting from, by reason of, or touching upon the University's agreement to the provisions of Article 25 and the University's actions and conduct with respect to those provisions. The University agrees that its counsel shall give full and complete cooperation to the Union and its counsel at all levels of any legal proceeding relating to Article 25.

ARTICLE 26 CONTRACTING

26.1 The University retains the right to contract for services. It is not the intent of the University to contract out or subcontract bargaining unit work that will result in the layoff of bargaining unit members for reasons other than to create greater efficiencies; achieve cost savings; participate in initiatives for shared services arrangements, council of governments, the Inter University Council, other public-public or public-private partnerships and consortium; to improve operational effectiveness, or as otherwise may be described in Article 21.

26.2 Prior to making a decision to contract or subcontract out work that will result in the layoff of bargaining unit members, the Union shall be given upon request, the opportunity to meet with the University and to discuss what options/alternatives may be available to maintain the work in the bargaining unit.

26.3 Whenever possible the University shall give the Union sixty (60) calendar days advance written notice of its intent to contract or subcontract out work that will result in the layoff of bargaining unit members. Within ten (10) working days of notice from the University, the Union, shall be given, upon request, the opportunity to meet with the University and discuss what options or alternatives may be available to maintain the work in the bargaining unit. The meeting shall take place within five (5) working days of the Union's request unless otherwise agreed by the parties. Within ten (10) working days of the parties' meeting, the Union may provide alternatives to the University's intended action for its consideration. The University will give serious consideration to the Union's alternative solution in reviewing its intended action.

26.4 In addition to the above, the Union shall have the right, upon request, to negotiate the impact of the intended actions of the University to contract or subcontract out bargaining unit work that will result in the layoff of bargaining unit members.

26.5 In the event of a dispute, relating to the terms of this Article, the Union shall have the right to file a grievance pursuant to Article 9.

26.6 The University may utilize the procedures contained in Sections 26.2-26.5 for a maximum of ten (10) positions that will result in employee layoffs.

26.7 The University retains the sole right to make the final determination as to whether or not to contract services that do not result in the layoff of bargaining unit members.

26.8 It is not the intent of the parties to limit the University's right to contract for major project(s) requiring outside expertise and/or that fall beyond the scope of regular bargaining unit work and/or workload.

ARTICLE 27 HEALTH AND SAFETY

27.1: The parties agree that it is the goal of the University and the Association that the University be a place in which the 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 found in Article 7 of this Agreement. It is further recognized that any violation of University safety policies by bargaining unit members may result in disciplinary action by the University.

27.2: In order to assure the union an opportunity to provide input on matters related to safety, the President of the union shall designate three (3) bargaining unit members to serve on the University Safety Committee each year.

The charge of the Committee is advisory. The Committee is to review safety incidents that occur on campus, report to and consult with the Director of Environmental and Occupational Health and Safety regarding hazards, recommend the abatement of hazards and recommend education programs. Members of the Safety Committee shall be allowed paid time off from their regular work while attending Committee meetings.

27.3: If a bargaining unit member feels that he/she has been assigned to work under unsafe or unhealthful conditions, 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.

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

27.5: 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.

27.6: The University retains the right to regulate smoking in all University facilities and/or other University property in order to promote the parties' goal of a safe and healthful workplace. Issues relating to smoking will be subject to the University's policy on Smoke-Free Environment (4001.01).

ARTICLE 28 MISCELLANEOUS

28.1: Salary Payments: Bargaining unit salary payments shall be semi-monthly. Payments will be made by electronic transfer and funds will be available in the bargaining unit member's account at the beginning of the business day on pay day. If the pay day is a scheduled University holiday, funds will be available in the bargaining unit member's account at the beginning of the previous business day.

28.2: Payroll Deductions: Upon proper individual authorization, the University shall administer the following payroll deductions:

- A) Association dues or "Fair Share Fee";
- B) Up to two tax exempt charitable organizations, including United Way;
- C) U. S. Government savings bonds;
- D) Tax-sheltered annuities; individual retirement accounts (IRA), and IRS approved 403(b) programs, and 457(b) deferred compensation plans;
- E) Associated School Employees Credit Union;
- F) Contributions to an Association Political Action Committee or the Fund for Children and Public Education;
- G) The YSU Annual Fund and Capital Campaign;
- (H) Internal Revenue Code (IRC) Section 125 plan;
- (I) Service Credit Purchases (OPERS, SERS, STRS or any other applicable retirement system);
- (J) Voluntary Short Term Disability Coverage, Voluntary Long Term Care Coverage and Voluntary Life Insurance Coverage;

- (K) University Parking;
- (L) Health Insurance Cost Sharing Premium; and
- (M) Recreation Center

An employee may enroll in a tax-sheltered annuity program once each year.

28.3: Bookstore and Athletic Tickets: The University will fund the cost of a twenty percent (20%) discount for bargaining unit members on purchases of \$5.00 or more on items sold by the University Bookstore, and the cost of a fifty percent (50%) discount on all athletic tickets and University Theater tickets for use by bargaining unit members and their immediate families. (The athletic ticket discount shall be available on individual athletic events only if the tickets are purchased at least one day prior to the event). The discount shall be available only for the goods purchased by the bargaining unit member for his/her personal use or for the use of their immediate families. Abuse of this privilege shall be grounds for suspension of the individual bargaining unit member's privilege.

28.4: 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 the Metropolitan College. 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 the Metropolitan College and in accordance with deadlines established by the Metropolitan College. 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.

28.5: Library Privileges: Members of the bargaining unit shall enjoy all general privileges extended to members of the P/A staff excluded from the bargaining unit, including Inter-Library Loan.

28.6: Parking: The designated faculty/staff parking lots shall have card-activated gates that shall restrict parking to full-time and part-time faculty and staff. Gate cards issued to students will not have the capacity to effect entrance to the designated lots. The restrictions specified above shall be in effect from 7:00 a.m. to 4:30 p.m. Monday through Friday during all periods classes are in session, except when modifications are required because of special events. P/A staff will continue to have access to parking decks and "mixed" lots. The Association will annually appoint a bargaining unit member to be a member of the University's Parking and Traffic Committee.

Beginning with the pay period that all University employees begin to pay for parking, the following fee scale will be implemented: During the first year, bargaining unit members will pay up to a maximum fee of 1/3 of the student rate for parking for an annual permit. During the second year, bargaining unit members will pay up to a maximum fee of 2/3 of the student rate for parking for an annual permit. During the third year, bargaining unit members will pay up to a maximum fee that equals the full student rate for parking for an annual permit. Bargaining unit members will not pay more than other University employees. Payment will be made through payroll deduction each pay period.

28.7: Emergency Closings: If the University decides because of inclement weather to dismiss P/A staff excluded from the bargaining unit, or tells them not to report for duty, without reducing their pay, the University will do the same for members of the bargaining unit.

28.8: Fee Remission: Dependent children and spouses of bargaining unit members shall be granted remission for instructional fees at YSU, including out-of-state instructional fees where applicable. "Dependent children" are the biological children, legally adopted children or step-children of a bargaining unit employee. Bargaining unit employees 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 employees must also properly complete the University's application/affidavit in order to receive tuition remission. Dependent children shall be eligible for remission to the end of the academic year of age twenty-five (25). 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 semester. Courses may not be taken at times which conflict with assigned duties. Remission of the general fee shall be granted to members of the bargaining unit only. The restriction of six credit hours shall not apply to courses taken at YSU as part of a Staff Development Leave granted under the provisions of Article 6. Bargaining unit members with a .75 FTE or higher receive remission benefits as stated above.

Members with .50 FTE receive remission of instructional and general fees as defined in Article 14, Section 14.3 C.

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 shall continue to be eligible for fee remission for dependents, as described above, to include remission of instructional and general fees. The dependents 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.

28.9: The University will not reduce a full-time position held by a member of the bargaining unit to part-time status, or to a shorter duration (e.g., 12-months to 10-months) during the term of this Agreement without the individual's concurrence. This provision does not apply to vacant positions.

28.10: Travel Reimbursement: The University shall compensate bargaining unit members for assigned and/or authorized University duties per the University travel policy.

28.11: Cross Training: Upon mutual agreement, the University may, at the employee's request, offer an opportunity for a Bargaining Unit Member to be trained in another APAS position with the approval of all parties (e.g. VP, Director, and both Bargaining Unit Members).

ARTICLE 29 NON-DISCRIMINATION

29.1: Non-Discrimination: The University and the Association 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.

29.2: The University and the Association agree that neither shall discriminate against any individual on the basis of membership or non-membership in the Association or on the basis of lawful participation or refraining from participation in the activities of the Association or its state or national affiliates, or because he/she exercises his/her rights under O.R.C. 4117.

29.3: 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 agree that allegations of illegal discrimination may be reported to the University Director of Equal Opportunity and Diversity. Alleged violations of the provisions of Section 29.1 may not be processed beyond Step 2 of the grievance procedure established in Article 9.

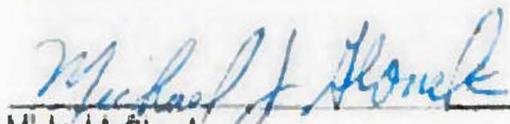
29.4: Nothing in this Agreement will be construed to restrict the right of the University to take action to comply with the Americans with Disabilities Act.

29.5: University Diversity Council: To further the parties' mutual goal of preventing all forms of illegal discrimination, the University's Diversity Council, as one of its functions, shall be responsible for providing ongoing education on discrimination issues. In order to assure the Association an opportunity to provide input, the President of the Association shall designate a minimum of one (1) bargaining unit member to serve on the University Diversity Council each year.

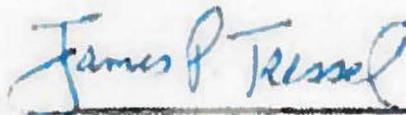
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**YOUNGSTOWN STATE UNIVERSITY
ASSOCIATION OF PROFESSIONAL/
ADMINISTRATIVE STAFF**

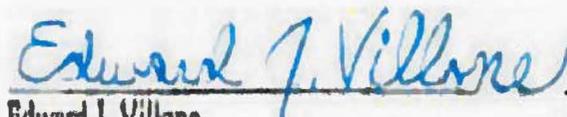
YOUNGSTOWN STATE UNIVERSITY



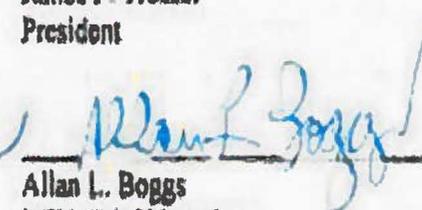
**Michael J. Glonek
President, YSU-APAS**



**James P. Tressel
President**



**Edward J. Villone
APAS Chief Negotiator**



**Allan L. Boggs
YSU Chief Negotiator**

Committee Members

**Scott Lakus, OEA Labor Relations Consultant
Monique Renee Bradford
Rebecca L. Geltz
Karen L. Henning
Jacquelyn Daniel Johnson
Susanne M. Miller
Susan M. Moorer**

**George S. Crisci, Outside Legal Counsel
Joy Polkaba-Byers
Lisa A. Reichert
Tim Stuart
Jeffrey A. Trimble**

APPENDIX A
POSITIONS INCLUDED IN THE BARGAINING UNIT

Job Title	Department
Academic Affairs	
Academic Advisor	College of STEM
Academic Advisor	Beeghly College of Education
Academic Advisor	College of Liberal Arts and Social Sciences
Academic Advisor	Williamson College of Business Administration
Academic Advisor	Williamson College of Business Administration
Academic Advisor	Beeghly College of Education
Academic Advisor	College of STEM
Academic Advisor	BSMD and Health Professions
Academic Advisor	College of Liberal Arts and Social Sciences
Academic Advisor	College of STEM
Academic Advisor	College of Liberal Arts and Social Sciences
Academic Advisor	College of Fine and Performing Arts
Academic Advisor	Bitonte College of Health and Human Services
Academic Advisor, BCCHHS	Bitonte College of Health and Human Services
Representative	
Academic Advisor/Health Professions	Criminal Justice
Representative	
Acquisitions Librarian	Maag Library
Assistant Administrator Student Field Experience	Beeghly College of Education
Assistant Director	University Scholars Program
Assistant Director	Metro Credit
Assistant Director, Fine and Performing Arts Series	College of Fine and Performing Arts
Assistant Reference Librarian – Business	Maag Library
Assistant Reference Librarian-Instruction	Maag Library
Assistant Reference Librarian-Science, Engineering and Technology	Maag Library
Assistant to the Coordinator of the Mathematics Assistance Center	Mathematics and Statistics
Assistant to the Director	McDonough Museum of Art
Associate Reference Librarian	Maag Library
Associate Staff Designer	Theater and Dance
BSW Internship Coordinator	Social Work
Catalog Librarian	Maag Library
Coordinator Mathematics Assistance Center	Mathematics and Statistics
Coordinator of Diversity Initiatives	Beeghly College of Education
Coordinator of External Relations for Williamson College of Business Administration	Williamson College of Business Administration
Coordinator of Graduate Administrative Affairs	Graduate Studies and Research
Coordinator of Graduate Recruitment and Admissions	Graduate Studies and Research
Coordinator of International Admissions and Immigration Services	Center for International Studies and Programs
Coordinator of MBA Programs	Williamson College of Business Administration
Coordinator of Professional Development	Beeghly College of Education
Coordinator of Teacher Certification	Beeghly College of Education
Coordinator of the English Language Institute	Center for International Studies and Programs

Coordinator, Language Learning and Resource Center
 Electronic Services Librarian
 English Language Institute/English As a Second Language Specialist
 English Language Institute/English as a Second Language Specialist
 Exhibition Design and Production Manager
 General Studies Coordinator/Academic Advisor
 Information Systems Coordinator
 Instrumentation Service Specialist
 Interim Coordinator, Writing Center
 International Program Coordinator
 Learning Resource Coordinator
 Manager, Information Literacy and Assessment Program
 Multimedia Librarian
 Planetarium Lecturer
 Police Academy Coordinator
 Professional Practice Program Coordinator
 Program Developer
 Program Developer
 Reference and Instruction Librarian--Health Sciences
 Reference/Serials and Microforms Librarian
 Research Associate
 Research Economist, Community Liaison
 Senior Academic Advisor
 Senior Academic Advisor
 Senior Academic Advisor
 Senior Research Associate
 Social Work Internship Coordinator
 Systems Librarian
 Systems Manager, Metro Credit
 Theater Production Manager
 TV Production Studio Engineer

Foreign Languages and Literatures
 Maag Library
 Center for International Studies and Programs
 Center for International Studies and Programs
 McDonough Museum of Art
 College of Liberal Arts and Social Sciences
 Beeghly College of Education
 Chemistry
 English
 Center for International Studies and Programs
 Bitonte College of Health and Human Services
 Maag Library
 Maag Library
 Physics and Astronomy
 Criminal Justice
 Williamson College of Business Administration
 University Outreach
 University Outreach
 Maag Library
 Maag Library
 Islamic Studies
 Center for Urban and Regional Studies
 Bitonte College of Health and Human Services
 Bitonte College of Health and Human Services
 College of Fine and Performing Arts
 Center for Urban and Regional Studies
 Social Work
 Maag Library
 Metro Credit
 Theater and Dance
 Communication and Theater

Athletics

Assistant Athletic Equipment Manager
 Assistant Athletic Trainer
 Assistant Athletic Trainer
 Assistant Athletic Trainer
 Assistant Director of Athletic Marketing and Promotions
 Assistant to Sports Information Director
 Athletic Advisor
 Athletic Advisor
 Coordinator, Athletic Business Operations
 Equipment Manager
 Manager of Athletic Development
 Manager of Athletic Ticket Operations
 Sports Information Editor
 Sports Information Editor

Intercollegiate Athletics
 Intercollegiate Athletics

Finance and Administration

** Coordinator of Financial Systems
 Coordinator, University Financial
 Reconciliations
 ** Senior Financial Analyst
 Senior Financial Analyst
 Sr. Project Manager

Financial Affairs
 General Accounting

Grants Accounting
 General Accounting
 Facilities

President

Senior Institutional Research Analyst
 Coordinator of Equal Opportunity

Institutional Research
 Equal Opportunity and Diversity

Student Affairs

Assistant Director
 Assistant Director Federal Programs
 Assistant Director for Programs and Special
 Events
 Assistant Director of Transfers
 Assistant Director, Disability Services
 Assistant Director, Orientation Services
 Assistant Director, Student Tutorial and
 Supplemental Instruction Services
 Asst. Director for Fitness and Facility
 Operations
 Coordinator for Occupancy and Recruitment
 Coordinator
 Coordinator
 Coordinator
 Coordinator
 Coordinator of External Testing
 Coordinator of Facilities and Programs
 Coordinator of Fitness & Wellness
 Programs
 Coordinator of Graphic Center and Copy
 Center
 Coordinator of Merchandising
 Coordinator of Programs and Marketing
 Coordinator of Veterans Affairs
 Counselor
 Evening Operations Manager
 Financial Aid Coordinator Temporary
 Financial Aid Counselor-Special Programs
 Housing Coordinator
 Housing Coordinator
 Housing Coordinator
 Retail Operations Manager
 Senior Coordinator
 Senior Financial Aid Counselor, Federal
 Programs

Office of Housing and Residence Life
 Office of Housing and Residence Life
 Student Activities
 Undergraduate Admissions
 Undergraduate Admissions
 Office of Housing and Residence Life
 Undergraduate Admissions
 Financial Aid and Scholarships
 Campus Recreation and Intramural Sports

Undergraduate Admissions
 Center for Student Progress
 Center for Student Progress
 Center for Student Progress

Campus Recreation and Intramural Sports

Housing and Residence Life
 Center for Student Progress
 Career and Counseling Services
 Career and Counseling Services
 Career and Counseling Services
 Comprehensive Testing Center
 Campus Recreation and Intramural Sports
 Campus Recreation and Intramural Sports

Kilcawley Center

Bookstore
 Andrews Student Recreation and Wellness Center
 Student Affairs
 Career and Counseling Services
 Kilcawley Center
 Financial Aid and Scholarships
 Financial Aid and Scholarships
 Housing and Residence Life
 Housing and Residence Life
 Housing and Residence Life
 Kilcawley Center
 Undergraduate Admissions
 Financial Aid and Scholarships

Senior Financial Aid Counselor-Special Programs
Technology and Training Specialist
Web Developer/Site Manager

Financial Aid and Scholarships

Student Affairs
Office of the Registrar

Technology

** Database Administrator
Instructional Technology Specialist
Systems Administrator

Computer Services
Media and Academic Computing
Media and Academic Computing

University Development

Announcer/Producer
Announcer/Producer
Annual Giving Coordinator 2
Assistant Director
Assistant Editor
Broadcast Engineer
Broadcasting Producer, Webmaster,
Internet Technology Coordinator
Coordinator of Alumni Relations
Development Officer
Development Officer 2
Development Officer 1
Events Coordinator 2
Events Coordinator 1
Fine Arts and News Announcer/Producer
Prospect Research Coordinator
Web Developer
Website Manager

WYSU-FM
WYSU-FM
University Development
Marketing and Communications
Marketing and Communications
WYSU-FM
WYSU-FM

Alumni Relations
WYSU-FM
University Development
University Development
University Development
University Development
WYSU-FM
University Development
Marketing and Communications
Marketing and Communications

APPENDIX B
POSITIONS EXCLUDED FROM THE BARGAINING UNIT

Academic Affairs

Academic Administrator and Director of Electronic Placement	College of STEM
Academic Advisor	Bitonte College of Health and Human Services
Administrator of Student Field Experiences	Beeghly College of Education
Assessment Director	Office of the Provost
Assistant to the Provost for Academic Budget	Office of the Provost
Associate Dean	Bitonte College of Health and Human Services
Associate Dean	Beeghly College of Education
Associate Dean	College of Liberal Arts and Social Sciences
Associate Dean	Bitonte College of Health and Human Services
Associate Dean for School Partnership and Outreach	Beeghly College of Education
Associate Director	Center for Urban and Regional Studies
Associate Director for Information Services	Maag Library
Associate Provost for Academic Programs and Planning	Office of the Provost
Associate Provost for Research and Dean of the School of Graduate Studies and Research	Graduate Studies and Research
Associate Provost for University Outreach and Executive Director of PSI	Center for Urban and Regional Studies
Coordinator of the Reading and Study Skills Center	Beeghly College of Education
Dean	College of STEM
Dean	College of Liberal Arts and Social Sciences
Dean and Professor	Beeghly College of Education
Dean and Professor	Williamson College of Business Administration
Dean and Professor	Bitonte College of Health and Human Services
Director	McDonough Museum of Art
Director	Center for International Studies and Programs
Director	Associate Degree and Tech Prep Programs
Director of Degree Audit	Degree Audit
Director of Graduate Admissions	Graduate Studies and Research
Director of Grants and Sponsored Programs	Grants and Sponsored Programs
Director of Metro Credit	Metro Credit
Director of SMARTS/Preparatory Division	College of Fine and Performing Arts
Director of the Performing Arts Series	Communication and Theater
Director, Dental Hygiene Program	Health Professions
Director, Undergraduate Student Services	Williamson College of Business Administration
Education Librarian, Curriculum Resource Center Coordinator	Maag Library
Executive Director	Youngstown Center for Transportation and Materials Science
Executive Director	Maag Library
Head of Collection Services	Maag Library
Interim Associate Dean	College of STEM
Interim Associate Provost	Office of the Provost
Interim Dean, Fine and Performing Arts	College of Fine and Performing Arts
Interim Dean, Health and Human Services	Health Professions
Manager of Library Operations and Access	Maag Library

Services

Provost and Vice President for Academic Affairs
Technology Coordinator Basic Communication Course
University Archivist and Head of Archives and Special Collections
Vice President for Student Affairs

Office of the Provost

Communication and Theater

Maag Library

Student Affairs

Athletics

Assistant Athletic Advisor
Assistant Athletic Advisor
Assistant Athletic Trainer/Physical Therapist

Intercollegiate Athletics
Intercollegiate Athletics
Intercollegiate Athletics

Assistant Coach, Baseball
Assistant Coach, Baseball
Assistant Coach, Football
Assistant Coach, Men's and Women's Track and Field

Intercollegiate Athletics
Intercollegiate Athletics

Assistant Coach, Men's Baseball
Assistant Coach, Men's Basketball
Assistant Coach, Men's Basketball
Assistant Coach, Men's Basketball
Assistant Coach, Softball
Assistant Coach, Softball
Assistant Coach, Softball
Assistant Coach, Women's Basketball
Assistant Coach, Women's Basketball
Assistant Coach, Women's Basketball
Assistant Coach, Women's Diving
Assistant Coach, Women's Soccer/Athletic Youth Camp Director

Intercollegiate Athletics
Intercollegiate Athletics

Assistant Coach, Women's Swimming and Diving

Intercollegiate Athletics

Assistant Coach, Women's Volleyball
Assistant Director of Athletics
Assistant Football Coach - Quality Control
Assistant Men's Basketball Coach--Quality Control

Intercollegiate Athletics
Intercollegiate Athletics
Intercollegiate Athletics
Intercollegiate Athletics

Assistant Strength and Conditioning Coach

Intercollegiate Athletics

Associate Director of Athletics
Associate Director of Intercollegiate Athletics

Intercollegiate Athletics
Intercollegiate Athletics

Asst. Coach, Men's & Women's Track and Field

Intercollegiate Athletics

Athletics Business Manager
Co-Head Coach, Cheerleading

Intercollegiate Athletics
Intercollegiate Athletics

Co-Head Coach, Cheerleading	Intercollegiate Athletics
Executive Director	Intercollegiate Athletics
Head Athletic Trainer	Intercollegiate Athletics
Head Coach, Baseball	Intercollegiate Athletics
Head Coach, Football	Intercollegiate Athletics
Head Coach, Men's and Women's Cross Country and Track and Field	Intercollegiate Athletics
Head Coach, Men's Basketball	Intercollegiate Athletics
Head Coach, Men's Golf	Intercollegiate Athletics
Head Coach, Men's Tennis	Intercollegiate Athletics
Head Coach, Softball	Intercollegiate Athletics
Head Coach, Volleyball	Intercollegiate Athletics
Head Coach, Women's Basketball	Intercollegiate Athletics
Head Coach, Women's Golf	Intercollegiate Athletics
Head Coach, Women's Soccer	Intercollegiate Athletics
Head Coach, Women's Soccer	Intercollegiate Athletics
Head Coach, Women's Swimming and Diving	Intercollegiate Athletics
Head Coach, Women's Tennis	Intercollegiate Athletics
Manager of Athletic Development	Intercollegiate Athletics
Senior Athletic Advisor	Intercollegiate Athletics
Sports Information Director	Intercollegiate Athletics
Strength and Conditioning Coach	Intercollegiate Athletics
** Videographer	Intercollegiate Athletics
Finance and Administration	
Associate Director	General Accounting
Associate Director	Environmental and Occupational Health and Safety
Associate Director	Procurement Services
Associate Director of Planning and Construction	University Facilities
Cash Management Officer	Financial Services
Chief Human Resources Officer	Human Resources
Director	Student Accounts and University Receivables
Director of Grants Accounting	Office of the Vice President for Administration
Director of Materials Management	Procurement Services
Director of Support Services	Support Services
Director of University Facilities	University Facilities
Director, Environmental and Occupational Health and Safety	Environmental and Occupational Health and Safety
Director, General Accounting	General Accounting
Executive Director	University Facilities
Executive Director of Financial Services	Financial Services
Facilities Engineer	University Facilities
Grounds and Motor Pool	Associate Director Grounds and Motor Pool
Manager of Classification and Compensation	Human Resources
Manager of Facilities Maintenance	University Facilities
Manager of Monthly Close	General Accounting
Manager of Payroll Operations	Payroll
Manager, Analysis and Financial Reporting	General Accounting
Manager, Customer Service and Operations	Student Accounts and University Receivables
Vice President of Finance and Administration	Office of the Vice President for Administration
President	

Associate Director	Budget Planning and Resource Analysis
Associate General Counsel and Liaison for Local Government Relations	Office of the General Counsel
Director of Budget Planning and Resource Analysis	Budget Planning and Resource Analysis
Director of Campus Master Plan and Community Partnerships	Office of the President
Director of Equal Opportunity and Diversity	Office of the President
Director of Institutional Research	Institutional Research
Executive Administrator	Office of the President
President	Office of the President
Special Assistant to the President	Office of the President
University General Counsel	Office of the General Counsel

Student Affairs

Associate Director	Bookstore
Associate Director	Undergraduate Admissions
Associate Director	Financial Aid and Scholarships
Associate Director for Technology and Support Services	Financial Aid and Scholarships
Associate Director of Kilcawley Center	Kilcawley Center
Associate Director of Records	Office of the Registrar
Associate Director of Student Life	Student Life
Associate Executive Director of Student Life/Director of Center for Student Progress	Student Life
Associate Registrar	Office of the Registrar
Director	Undergraduate Admissions
Director	YSU Police
Director	Bookstore
Director of Campus Recreation, Intramural Sports, and Andrews Student Recreation and Wellness Center	Campus Recreation and Intramural Sports
Director of Financial Aid and Scholarships	Financial Aid and Scholarships
Director of Kilcawley Center	Kilcawley Center
Director of Student Diversity Programs	Student Life
Director, Career and Counseling Services	Career and Counseling Services
Director, Housing and Residence Life	Office of Housing and Residence Life
Director, Upward Bound	Upward Bound
Executive Director of Student Life	Student Life
Executive Director, Student Services and Ombudsperson	Student Services
Manager of Financial Analysis and Collections	Student Accounts and University Receivables

Technology

Associate Director for Application Systems	Computer Services
Associate Director/Network Administrator	Media and Academic Computing
Director	Network Services
Director	Electronics Maintenance Service
Director of Computer Services	Computer Services
Director Media and Academic Computing	Media and Academic Computing

University Development

Associate Director	WYSU-FM
Associate Director of Production Services	Marketing and Communications
Broadcast Engineer	WYSU-FM
Chief Development Officer	University Development

Director	WYSU-FM
Director of Development	University Development
Executive Director	University Advancement
Executive Director	Marketing and Communications
Manager of Events and Space Utilization	Events Management
Manager of News and Information Services	Marketing and Communications
Vice President University Advancement	University Advancement

Positions Excluded from the APAS Bargaining Unit (Externally Funded)

Academic Advisor	BCOE Dean's Office
Academic Coordinator	Beeghley College of Education
Assistant Coordinator	Comprehensive Testing Center
Assistant Coordinator	Metro Credit
Assistant Coordinator	Metropolitan College
Assistant Coordinator, Metro Credit	Metro Credit
Assistant Director First Year Student Services	Center for Student Progress
Assistant Director of Conditional Admission Services	Center for Student Progress
Associate Director	Center for Human Services Development
Associate Director	Center for Student Progress
Associate Director, Development	Rich Center for Autism
Associate Director, Programs	Rich Center for Autism
Behavior Analyst/Programs Coordinator	Rich Center for Autism
Career Planning Coordinator	Career and Counseling Services
Content Analyst	Mathematics
Content Analyst	Mathematics
Continuum of Care Coordinator	Center for Human Services Development
Coordinator	SCOPE
Coordinator	Center for Student Progress
Coordinator	Associate Degree and Tech Prep Programs
Coordinator Disability Services	Center for Student Progress
Coordinator of Events Management	Rich Center for Autism
Coordinator, Center for Student Progress	Center for Student Progress
Coordinator, Undergraduate Admissions	Undergraduate Admissions
Coordinator, Upward Bound	Upward Bound
Coordinator, Upward Bound	Upward Bound
Coordinator, YEC Student Intervention and Outreach	Dean's Office, BCOE
Development Officer I	WYSU-FM
Development Officer I	University Development
Director of the Paula and Anthony Rich Center	Rich Center for Autism
Financial Aid Counselor-Federal Programs	Financial Aid and Scholarships
Financial Aid Counselor-Federal Programs	Financial Aid and Scholarships
General Activities Assistant	Rich Center for Autism
HR/Operations Manager	Rich Center for Autism
Instruction Specialist I	Rich Center for Autism
Instruction Specialist I	Rich Center for Autism
Instruction Specialist I	Rich Center for Autism
Instruction Specialist I	Rich Center for Autism
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Instruction Specialist I	Rich Center for Autism
Instruction Specialist I	Rich Center for Autism

Instruction Specialist I	Rich Center for Autism
Instruction Specialist I	Rich Center for Autism
Instruction Specialist I	Rich Center for Autism
Instrumentation Specialist	Physics and Astronomy
Lead Instruction Specialist	Rich Center for Autism
Lead Instruction Specialist	Rich Center for Autism
Lead Instruction Specialist	Rich Center for Autism
Lead Instruction Specialist	Rich Center for Autism
Lead Instruction Specialist	Rich Center for Autism
Lead Instruction Specialist	Rich Center for Autism
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Lead Instruction Specialist	Rich Center for Autism
Lead Instruction Specialist	Rich Center for Autism
Lead Instruction Specialist	Rich Center for Autism
Lead Instruction Specialist	Rich Center for Autism
Lead Instruction Specialist	Rich Center for Autism
Lead Instruction Specialist	Rich Center for Autism
Lead Instructional Assistant	Rich Center for Autism
Manager	Comprehensive Testing Center
Manager of Re:CREATE Program	Support Services
Manager of Recycling Program	Support Services
Manager, Mahoning River Corridor Initiative	Center for Urban and Regional Studies
Metro Marketing Coordinator	Metro College
Office Coordinator	Rich Center for Autism
Outreach Coordinator	Center for Urban and Regional Studies
Program Coordinator	Academic Achievers
Program Manager, YCSD 21st Century	Associate Degree and Tech Prep
Community Learning Center	
Project Manager, YCSD, 21st Century	Associate Degree and Tech Prep Programs
Community Learning Center	
Research Assistant	Health Professions
Research Associate I/Evaluator	Center for Human Services Development
Research Associate II/Environmental	Center for Urban and Regional Studies
Coordinator	
Research Associate II/Senior Geographic	Center for Urban and Regional Studies
Information Systems (GIS) Analyst	
Research Associate II/Urban Designer	Center for Urban and Regional Studies
Research Associate/HMIS Administrator,	Center for Human Services Development
Center for Human Services Development	
Research Fellow	Physics and Astronomy
SBDC Business Analyst	Small Business Development Center
SBDC Business Analyst	Small Business Development Center
School Nurse	Rich Center for Autism
SMARTS Coordinator	College of Fine and Performing Arts
Staff Scientist	Core Instrumentation Support Unit
STEM Summer Bridge Coordinator	STEM
Sub-Center Director, SBDC	Small Business Development Center
Systems Manager/GIS Lab Coordinator	Center for Urban and Regional Studies
Tech Prep Career Coordinator	Associate Degree and Tech Prep Programs

**APPENDIX C
SALARY RANGES**

Effective July 1, 2015 – June 30, 2018

		<u>Eff. July 1, 2015-June 30, 2018</u>		
<u>Structure</u>	<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
A	1	\$27,651	\$37,342	\$47,033
A	2	\$31,799	\$42,944	\$54,088
A	3	\$36,569	\$49,386	\$62,202
A	4	\$42,055	\$56,794	\$71,532
A	5	\$48,363	\$65,313	\$82,262
A	6	\$55,618	\$75,110	\$94,601
A	7	\$63,960	\$86,375	\$108,790
A	8	\$73,554	\$99,332	\$125,110
A	9	\$84,587	\$114,232	\$143,876
A	10	\$97,275	\$131,366	\$165,457
A	11	\$111,865	\$151,071	\$190,276
A	12	\$128,646	\$173,732	\$218,818
A	13	\$147,943	\$199,791	\$251,639
B	1	\$27,086	\$36,578	\$46,070
B	2	\$31,149	\$42,066	\$52,982
B	3	\$35,821	\$48,375	\$60,929
B	4	\$41,194	\$55,632	\$70,069
B	5	\$47,374	\$63,977	\$80,579
B	6	\$54,479	\$73,573	\$92,666
B	7	\$62,651	\$84,609	\$106,566
B	8	\$72,050	\$97,301	\$122,551
B	9	\$82,857	\$111,895	\$140,933
B	10	\$95,285	\$128,679	\$162,073
C	1	\$33,274	\$44,936	\$56,598
C	2	\$38,265	\$51,677	\$65,088
C	3	\$44,006	\$59,429	\$74,851
C	4	\$50,606	\$68,342	\$86,078
C	5	\$58,197	\$78,593	\$98,989
C	6	\$66,926	\$90,383	\$113,839
C	7	\$76,966	\$103,940	\$130,914
C	8	\$88,512	\$119,532	\$150,552

**APPENDIX C
SALARY RANGES
Effective July 1, 2015 – June 30, 2018**

		<u>Eff. July 1, 2015-June 30, 2018</u>		
D	1	\$29,948	\$40,444	\$50,940
D	2	\$34,440	\$46,511	\$58,581
D	3	\$39,607	\$53,488	\$67,368
D	4	\$45,547	\$61,697	\$77,847
D	5	\$52,379	\$70,952	\$89,525
D	6	\$60,236	\$81,595	\$102,954
D	7	\$69,272	\$93,835	\$118,398
D	8	\$79,663	\$107,911	\$136,158
D	9	\$91,612	\$124,097	\$156,581
D	10	\$105,354	\$142,712	\$180,069
E	1	\$28,119	\$38,091	\$48,062
E	2	\$32,338	\$43,805	\$55,271
E	3	\$37,189	\$50,376	\$63,562
E	4	\$42,767	\$57,932	\$73,096
E	5	\$49,182	\$66,621	\$84,060
E	6	\$56,559	\$76,614	\$96,668
F	1	\$27,293	\$36,972	\$46,650
F	2	\$31,387	\$42,517	\$53,647
F	3	\$36,097	\$48,896	\$61,695
F	4	\$41,510	\$56,229	\$70,948
F	5	\$47,736	\$64,664	\$81,591
F	6	\$54,897	\$74,363	\$93,829
F	7	\$63,133	\$85,519	\$107,904
F	8	\$72,602	\$98,346	\$124,090
F	9	\$83,492	\$113,097	\$142,702

APPENDIX C
SALARY RANGES
Effective July 1, 2015 – June 30, 2018

		<u>Eff. July 1, 2015-June 30, 2018</u>		
G	1	\$24,060	\$32,592	\$41,123
G	2	\$27,670	\$37,481	\$47,292
G	3	\$31,820	\$43,103	\$54,385
G	4	\$36,593	\$49,569	\$62,544
G	5	\$42,081	\$57,003	\$71,925
G	6	\$48,395	\$65,555	\$82,714
G	7	\$55,653	\$75,388	\$95,122
G	8	\$64,002	\$86,696	\$109,390
G	9	\$73,601	\$99,700	\$125,798
G	10	\$84,641	\$114,655	\$144,668
G	11	\$97,338	\$131,853	\$166,368
G	12	\$111,938	\$151,630	\$191,322
H	1	\$23,525	\$31,771	\$40,016
H	2	\$27,054	\$36,536	\$46,017
H	3	\$31,113	\$42,017	\$52,920
H	4	\$35,780	\$48,319	\$60,858
H	5	\$41,147	\$55,567	\$69,986
H	6	\$47,319	\$63,902	\$80,485
H	7	\$54,417	\$73,488	\$92,559
H	8	\$62,578	\$84,510	\$106,441
H	9	\$71,966	\$97,187	\$122,407
H	10	\$82,761	\$111,765	\$140,769
H	11	\$95,174	\$128,529	\$161,883
H	12	\$109,450	\$147,809	\$186,167
I	1	\$26,928	\$36,365	\$45,801
I	2	\$30,967	\$41,820	\$52,673
I	3	\$35,612	\$48,093	\$60,574
I	4	\$40,954	\$55,307	\$69,659
I	5	\$47,096	\$63,602	\$80,107
I	6	\$54,161	\$73,143	\$92,124
I	7	\$62,285	\$84,114	\$105,942

APPENDIX C
SALARY RANGES
Effective July 1, 2015 – June 30, 2018

		<u>Eff. July 1, 2015-June 30, 2018</u>		
J	1	\$29,652	\$40,045	\$50,437
J	2	\$34,100	\$46,051	\$58,002
J	3	\$39,215	\$52,958	\$66,701
J	4	\$45,096	\$60,902	\$76,707
K	1	\$30,076	\$40,616	\$51,155
K	2	\$34,586	\$46,707	\$58,827
K	3	\$39,774	\$53,714	\$67,654
K	4	\$45,740	\$61,771	\$77,802
K	5	\$52,601	\$71,036	\$89,470
K	6	\$60,492	\$81,692	\$102,891
L	1	\$28,518	\$38,513	\$48,508
L	2	\$32,796	\$44,290	\$55,784
L	3	\$37,715	\$50,933	\$64,151
L	4	\$43,372	\$58,573	\$73,774
L	5	\$49,878	\$67,359	\$84,840
L	6	\$57,360	\$77,463	\$97,566
L	7	\$65,964	\$89,083	\$112,201
L	8	\$75,858	\$102,444	\$129,030
L	9	\$87,238	\$117,812	\$148,385
L	10	\$100,323	\$135,483	\$170,643
L	11	\$115,372	\$155,805	\$196,238
L	12	\$132,678	\$179,176	\$225,674
L	13	\$152,579	\$206,053	\$259,526
L	14	\$175,467	\$236,961	\$298,454
L	15	\$201,786	\$272,504	\$343,222
M	1	\$27,557	\$37,215	\$46,873
M	2	\$31,690	\$42,797	\$53,903
M	3	\$36,444	\$49,216	\$61,988
M	4	\$41,911	\$56,599	\$71,287
M	5	\$48,198	\$65,089	\$81,979
M	6	\$55,427	\$74,853	\$94,278

APPENDIX C
SALARY RANGES
Effective July 1, 2015 – June 30, 2018

		<u>Eff. July 1, 2015-June 30, 2018</u>		
N	1	\$26,847	\$36,511	\$46,175
N	2	\$30,875	\$41,696	\$52,517
N	3	\$35,507	\$47,951	\$60,394
N	4	\$40,833	\$55,144	\$69,454
N	5	\$46,958	\$63,415	\$79,871
N	6	\$54,001	\$72,927	\$91,852
N	7	\$62,101	\$83,866	\$105,630
O	1	\$32,414	\$43,774	\$55,134
O	2	\$37,277	\$50,341	\$63,404
O	3	\$42,868	\$57,892	\$72,915
O	4	\$49,299	\$66,575	\$83,851
O	5	\$56,693	\$76,562	\$96,430
O	6	\$65,196	\$88,045	\$110,894
O	7	\$74,976	\$101,252	\$127,528
O	8	\$86,222	\$116,440	\$146,658
O	9	\$99,155	\$133,906	\$168,656

APPENDIX D
SALARY RANGE ASSIGNMENTS

A	1	English Language Institute/English as a Second Language Specialist
A	1	Assistant to Coordinator, Mathematics and Statistics
A	1	English Language Institute/English as a Second Language Specialist
A	2	Metropolitan College Assistant
A	2	Metropolitan College Assistant
A	2	Coordinator, English Language Institute
A	2	Planetarium Lecturer
A	3	Professional Practice Program Coordinator
A	3	Coordinator, Summer Festival of the Arts
A	3	Coordinator, Language Learning and Resource Center
A	3	Program Developer
A	3	Coordinator, External Relations for Williamson College of Business Administration
A	4	Coordinator, Mathematics Assistance Center
A	4	Assistant Director of Honors Program
A	4	Social Work Internship Coordinator
A	4	Police Academy Coordinator
A	4	Metro College Program Coordinator
A	4	Coordinator, Nursing Learning Resource
A	4	Coordinator, Writing Laboratory
B	5	Maag Library Systems Manager
C	1	Photographer
C	1	Development Associate
C	2	Coordinator of Alumni Relations
C	2	Coordinator, Recruitment Marketing
C	2	Assistant Editor
C	3	Development Officer, Annual Fund/WYSU-FM
C	4	Assistant Director, Marketing and Communications
D	1	Assistant Equipment Manager
D	1	Sports Information Editor
D	1	Assistant Athletic Trainer
D	1	Summer Camp Coordinator
D	1	Assistant to the Head Trainer
D	3	Equipment Manager
D	3	Associate Athletic Trainer
E	1	Athletic Advisor
E	1	Athletic Advisor
E	2	Academic Advisor
E	2	Coordinator, Professional Development
E	2	Academic Advisor
E	2	Academic Advisor
E	2	Academic Advisor
E	2	Coordinator Center for Student Progress
E	2	Academic Advisor
E	3	Sr. Athletic Advisor

APPENDIX D (CONTINUED)
SALARY RANGE ASSIGNMENTS

E	4	BS/MD Coordinator
E	4	Coordinator, Career Services
E	4	Academic Advisor Senior
E	4	Coordinator, Career Services
E	4	Coordinator, Career Services
E	4	Coordinator, Teacher Certification
E	4	Academic Advisor Senior
E	4	Counselor/Coordinator of Testing
E	4	Academic Advisor Senior
E	4	Assistant Director, Center for Student Progress
E	4	Health Professions Rep/Academic Advisor
E	4	Academic Advisor Senior
E	4	Counselor/Coordinator Disability Services
E	4	Academic Advisor Senior
E	4	Academic Advisor Senior
E	5	Academic Administrator
E	5	Coordinator, MBA Programs
E	6	University Counseling Center Assistant Director
F	4	Project Manager
F	6	Staff Architect
G	1	Housing Coordinator
G	2	Undergraduate Admissions Representative
G	2	Undergraduate Admissions Representative
G	2	Undergraduate Admissions Representative
G	2	Undergraduate Admissions Representative
G	2	Undergraduate Admissions Representative
G	2	Undergraduate Admissions Representative
G	3	Financial Aid Counselor—Federal Programs
G	3	Coordinator, Graduate Administrative Affairs
G	3	Assistant Director—Federal Programs
G	3	Coordinator, Undergraduate Transfers
G	3	Financial Aid Counselor—Special Programs
G	3	Technology Recruitment Officer
G	3	Financial Aid Counselor—Federal Programs
G	4	Assistant Director, Office of Student Activities
G	5	Assistant Director of Housing Services
G	5	Associate Director of International Student and Scholar Programs
G	7	Assistant Director, Financial Aid and Scholarships
H	4	Cisco Academy Assistant Trainer/Technician
H	4	Cisco Academy Assistant Trainer/Technician
H	5	Metro College Systems Manager
H	5	Systems Coordinator
H	6	Website Manager
H	6	Technology and Training Specialist
H	8	Database Administrator

APPENDIX D (CONTINUED)
SALARY RANGE ASSIGNMENTS

I	1	Research Assistant
I	4	Research Associate II
I	4	Research Economist
I	5	Instrumentation Service Specialist
I	6	Manager of Center of Biomedical and Environmental Research
J	1	Coordinator, Communication and Theater
J	2	Associate Staff Designer
J	3	University Archivist/Special Collections Librarian
J	3	Theater Production Manager
K	2	Coordinator, Graphic Center and Copy Center
L	1	Evening Building Coordinator
L	2	Manager of Ticket Operations
L	3	Financial Services Analyst
L	4	Staff Auditor
L	4	Staff Auditor
L	4	Coordinator, Merchandising
L	4	Retail Operations Manager
L	4	Coordinator, Diversity Initiatives
M	1	Announcer/Producer
M	1	Announcer/Producer
M	2	Fine Arts Announcer/Producer
M	2	Fine Arts and News Announcer/Producer
M	4	Broadcast Engineer
O	1	Assistant Reference Librarian
O	1	Assistant Reference Librarian
O	1	Assistant Reference Librarian
O	1	Assistant Catalog Librarian
O	2	Associate Reference Librarian
O	3	Microforms/Serials Librarian
O	3	Government Documents Librarian

APPENDIX E (CONTINUED)
GRIEVANCE DISPOSITION REACTION FORM

Date: _____

Complete this form and return copies to the offices indicated below within TEN (10) work days (step 1) or 20 work days (step 2).

1. Check the appropriate box:

- I accept the disposition of my grievance at Step: 1 2 (Circle the appropriate number.)
- I reject the disposition of my grievance and will advance my appeal to Step: 2 3 (Circle the appropriate number.) (Appeal to Step 3 requires approval of YSU-APAS.)
- I reject the disposition of my grievance since it fails to resolve the issue satisfactorily, but I do not intend to appeal further.

2. Signatures:

Grievant: _____ Date: _____

YSU-APAS Representative: _____ Date: _____
(Optional, except for Step 3)

cc: Grievant
YSU-APAS
Principal Administrative Officer

Dean/Executive Director
Department Head
Chief Human Resources Officer

**APPENDIX F-1
YSU EVALUATION OF APAS BARGAINING UNIT MEMBER
(effective until December 31, 2015)**

Name _____ Date _____

Department _____

Title _____

Period covered by this evaluation _____

NOTE TO THE EVALUATOR: Read the instructions accompanying this form; then rate each characteristic below on the following pages by entering the appropriate letter on the line indicated under ratings; then provide information and comments regarding your rating in the space provided.

- | | |
|---------------------------------|---|
| O = Outstanding | The bargaining unit member has exceeded all of the performance expectations for this characteristic. |
| E = Exceeds Requirements | The bargaining unit member regularly works beyond a majority of the performance expectations for this characteristic. |
| S = Satisfactory | The bargaining unit member has met the <i>performance</i> standards for this characteristic. |
| N = Needs Improvement | The bargaining unit member has failed to <i>meet</i> one or more of the significant performance expectations for this characteristic. |
| U = Unsatisfactory | The bargaining unit member has failed to meet <i>most</i> or all of the significant performance expectations for this characteristic. |
| NA = Not Applicable | The bargaining unit member is not rated on this characteristic. |

APPENDIX F-1 (CONTINUED)
YSU EVALUATION OF APAS BARGAINING UNIT MEMBER
(effective until December 31, 2015)

CHARACTERISTIC RATING	
1. JOB KNOWLEDGE AND SKILLS:	_____
demonstrates an understanding of the principles to meet the objectives of the job.	
2. PLANNING:	_____
ability to plan and schedule appropriate objectives and activities.	
3. ADMINISTRATION:	_____
completes appropriate objectives and activities.	
4. COMMUNICATION:	_____
shares information with peers, subordinates, and superiors.	
5. RELIABILITY/PROMPTNESS:	_____
can be depended upon to complete assigned tasks within established deadlines.	

APPENDIX F-1 (CONTINUED)
YSU EVALUATION OF APAS BARGAINING UNIT MEMBER
(effective until December 31, 2015)

CHARACTERISTIC	RATING
<p>6. RELATIONSHIPS:</p> <p style="margin-left: 20px;">has good working relationships with peers and others.</p>	<p>_____</p>
<p>7. PROFESSIONAL DEVELOPMENT:</p> <p style="margin-left: 20px;">engages in activities to become or remain current in the field.</p>	<p>_____</p>
<p>8. OTHER (Specify):</p>	<p>_____</p>
<p>9. OPTIONAL APPROACH Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p style="margin-left: 20px;"><i>Refer to attached instruction sheet.</i></p>	

APPENDIX F-1 (CONTINUED)
YSU EVALUATION OF APAS BARGAINING UNIT MEMBER
(effective until December 31, 2015)

Evaluator's Comments and Recommendations:	
Signature _____	Date _____
Bargaining Unit Member's Acknowledgment (comments if desired):	
Signature _____	Date _____
<i>(Note: The bargaining unit member's signature shall certify that he/she has received the evaluation, but will not necessarily indicate agreement with it.)</i>	
Department Head (if other than evaluator)	
Signature _____	Date _____

**** PLEASE RETURN COMPLETED EVALUATION TO HUMAN RESOURCES****

APPENDIX F-2
YSU EVALUATION OF APAS BARGAINING UNIT MEMBER
(effective January 1, 2016)

INSTRUCTIONS

PURPOSE: The primary purpose of the Professional/Administrative evaluation system is to record a formal evaluation of how well a staff member has performed his/her duties. Important subsidiary purposes are 1) to provide for regular discussions about individual performance and improvement thereof; 2) to provide formal recognition for a job well done; and 3) to provide information useful in making decisions concerning salary adjustments.

FREQUENCY: Evaluations are to be completed annually. A department head may initiate an evaluation at any time one is deemed appropriate. An evaluation may also be performed at reasonable Intervals upon a staff member's request.

METHOD: Each evaluation includes an interview, which involves a candid discussion of the strengths and weaknesses of the individual being evaluated, which culminates in completion of the evaluation form. The person being evaluated is given full opportunity to provide additional insight into his/her performance as he/she perceives it. It is also recommended that the employee's job description be reviewed and updated at this time.

RESPONSIBILITY FOR EVALUATION: The evaluation of each Professional/Administrative staff member is completed by the person to whom the staff member reports, as reflected on the approved organizational chart of the area. Evaluations are reviewed by administrative staff in the reporting line and by the divisional vice president.

PERFORMANCE STANDARDS: It is recognized that no two departments in the University are identical. Thus, the meaning and application of terms such as "satisfactory" and "outstanding" will vary somewhat. Similarly, the application and importance of the eleven characteristics listed on the evaluation form will vary somewhat from department to department. It is expected, however, that standards will be applied consistently in the evaluation of comparable positions within a department or an area, and that each person being evaluated will be fully informed concerning the standards to be applied and the expectations of the evaluator.

OPTIONAL APPROACHES:

- a. *Self-Evaluation:* The person being evaluated may prepare a narrative self-evaluation in which he/she reports and evaluates information related to job performance for the period being evaluated. If a self-evaluation is written, the evaluator reviews the self-evaluation, discusses it with the staff member, appends it to the evaluation form, and forwards it as part of the evaluation record.
- b. *Record of Goals, Objectives, and Activities:* In some instances it is appropriate to record in writing goals, objectives, and activities for the coming year. In such cases, they are recorded as part of the evaluation record. It is assumed that the next evaluation will include a review of the staff member's progress toward attainment of established goals, objectives, and activities.

DISPOSITION: Upon completion, the evaluation is forwarded through usual administrative channels to the Executive Director of Human Resources. A copy of the evaluation is sent to the staff member at the time it is placed in his/ personnel file.

YSU PROFESSIONAL/ADMINISTRATIVE STAFF EVALUATION FORM

Name _____

Department _____

Title _____

Period Covered by Evaluation _____

EVALUATOR Please read the instructions accompanying this form. Rate each characteristic by entering the appropriate number in the box or provide the information and comments as appropriate in the column on the right.

- | | |
|-----------------------|--------------------------|
| 1 = Unsatisfactory | 4 = Exceeds Requirements |
| 2 = Needs Improvement | 5 = Outstanding |
| 3 = Satisfactory | NA = Not Applicable |

Is a self-evaluation attached?

Yes No

Is a report of a goal-setting session attached?

Yes No

Evaluator's Comments and Recommendations
(Ratings of 1 or 5 require narrative justification):

- | | |
|--|--------------------------|
| 1. PLANNING: establishes objectives and activities related to goals. | <input type="checkbox"/> |
| 2. ADMINISTRATION: completes objectives and activities as planned. | <input type="checkbox"/> |
| 3. COMMUNICATION: shares information with peers, subordinates, and superiors | <input type="checkbox"/> |
| 4. INITIATIVE: assumes responsibility for taking appropriate action with minimal direction. | <input type="checkbox"/> |
| 5. EFFECTIVENESS: achieves assigned tasks. | <input type="checkbox"/> |
| 6. PROMPTNESS: meets established deadlines. | <input type="checkbox"/> |
| 7. INNOVATION: has new ideas about how to accomplish objectives. | <input type="checkbox"/> |
| 8. RELATIONSHIPS: has good working relationships with peers and others. | <input type="checkbox"/> |
| 9. ATTITUDE: displays a positive and loyal attitude. | <input type="checkbox"/> |
| 10. RELIABILITY: can be depended upon to complete assigned tasks as scheduled. | <input type="checkbox"/> |
| 11. PROFESSIONAL DEVELOPMENT: engages in activities to become or remain current in the field. | <input type="checkbox"/> |
| 12. OTHER (Specify):
_____ | <input type="checkbox"/> |
| 13. OVERALL: | <input type="checkbox"/> |

Signature _____ Date _____

Staff Member's Acknowledgment
(Comments if desired):

Signature _____ Date _____

APPENDIX G 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:

For the Fiscal Year beginning July 1, 2014:

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

For the Fiscal Year beginning July 1, 2015:

Medical = Expected Claims Liability + (Expected Claims Liability x 7-1/2%) + Fixed Costs.

Rx = Expected Claims Liability + (Expected Claims Liability x 7-1/2%) + Fixed Costs

Dental = Fully insured rate as set forth by the dental insurance carrier

Fully insured rate as set forth by the vision insurance carrier

Because of the methodology using the 15% margin in the July 1, 2014 Funding Level formula above and a 7-1/2% margin in the July 1, 2015 Funding Level, the Funding Rates for the July 1, 2015 plan year are guaranteed not to exceed a 5.5% increase over the July 1, 2014 plan year Funding Rates.

For the Fiscal Year beginning July 1, 2016:

Medical = Expected Claims Liability + (Expected Claims Liability x 3-3/4%) + Fixed Costs.

Rx = Expected Claims Liability + (Expected Claims Liability x 3-3/4%) + Fixed Costs

Dental = Fully insured rate as set forth by the dental insurance carrier

Vision = Fully insured rate as set forth by the vision insurance carrier

Because of the methodology using the 15% margin in the July 1, 2014 Funding Level formula above, a 7-1/2% margin in the July 1, 2015 Funding Level, and a 3-3/4% margin in the July 1, 2016 Funding Level, the Funding Rates for the July 1, 2016 plan year are guaranteed not to exceed a 5.5% increase over the July 1, 2015 plan year Funding Rates maximum.

**APPENDIX G:
INSURANCE BENEFITS
(Continued)**

Effective July 1, 2017:

Medical = Expected Claims Liability + (Expected Claims Liability x 3-3/4%) + Fixed Costs.

Rx = Expected Claims Liability + (Expected Claims Liability x 3-3/4%) + Fixed Costs

Dental = Fully insured rate as set forth by the dental insurance carrier

Vision = Fully insured rate as set forth by the vision insurance carrier

Funding Rates are based on a structure that includes 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, and/or actuary for the health care consultant.

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 1st, will be determined using the formulas identified above to calculate Funding Level.

Effective with the proposed Plan changes, and future

Reserve

The University will maintain a health care Reserve in accordance with the guidelines outlined in the HCAC Target Reserve Policy.

HCAC Target Reserve Policy

- I. Components of the Target Reserve:
 - a. **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 for medical, prescription drug, dental and vision claims. These are claims for which members have received services but the claims have not been paid or billed to the University; and
 - b. **Margin** - represents the difference between the Maximum Claim Liability (applies to medical only) and Expected Claims Liability set by the University's consultant. This amount is calculated by multiplying Expected Claims Liability by 125%.
- II. Targeted Reserves should be expressed as a range from Optimistic, Intermediate to Pessimistic to reflect the potential for variance.
- III. Funding of the Reserve should target the Intermediate Targeted Reserve Level of 35% of projected annual costs.
- IV. This Reserve Policy should be integrated in the annual Funding Level Calculations:
 - a. A three-year projection of the Targeted Reserves should be used to effectively plan and adjust accounts through premium increase or decreases;

- b. Should the reserve balance exceed 45% of the average of the annual actual cost, the Health Care Advisory Committee shall consider options, including premium holidays, and make recommendations intended to reduce the reserve balance. The average of the annual actual cost is defined to be the three-year average of the annual actual cost required to operate the health care plan for the previous three fiscal years. The annual actual costs for a particular fiscal year includes claims or premium costs including stop loss insurance, administrative expenses incurred from vendors and consultants, wellness expenditures, all legally required fees and taxes associated with the health care plan, and other expenses that may be required to effectively operate the health care plans.
 - c. Should the reserve balance fall below 25% of the projected annual costs, the Health Care advisory Committee may consider options and make recommendations intended to raise the reserve balance.
- V. An actuarial consultant will confirm annually that the reserve policy is properly aligned with the stop loss coverage and to identify risks associated with the coordinated policies.

**Appendix G:
Insurance Benefits
(Continued)**

EMPLOYEE CONTRIBUTIONS

Effective between July 1, 2015 and June 30, 2017, employees will contribute, via payroll deduction, an aggregate of 15% of the Funding Level. 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 University 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 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: the minimum will be 10% and the maximum will be 20%.

Effective July 1, 2017 or such date thereafter that all University employees who receive health insurance benefits begin contributing a uniform premium payment, all employees shall contribute fifteen (15%) per cent of the fully insured equivalent rate for the subscriber option selected.

**APPENDIX H
YSU-APAS
EMERGENCY SICK LEAVE BANK (ESLB)**

Application APAS ESLB Membership/Renewal

TO: Chief Human Resources Officer

NOTE; APPLICANT IS TO CHECK ONE (1) OF THE FOLLOWING:

Please enroll me as a member of the YSU-APAS Emergency Sick Leave Bank (ESLB).

I have read Sections 7.11 and 7.11.1 of the YSU-APAS *Agreement*. I agree to voluntarily donate _____ hours* of my accumulated and unused sick leave to the ESLB for this academic year. I understand that the donated hours are not returnable. Further, I understand and agree that my decision cannot be rescinded or withdrawn.

I specifically acknowledge and agree that decision of the ESLB shall be at the sole discretion of the ESLB Committee and such decisions shall be final, binding, and not subject to the grievance procedure of the YSU/YSU-APAS *Agreement*. I further acknowledge that granting of hours from the ESLB is not a benefit or entitlement of my employment to which I have any lawful right or enforceable interest. In consideration of the ESLB Committee accepting this application for review, I hereby release and agree to indemnify and hold harmless Youngstown, State University, the YSU-APAS, and the ESLB Committee from any damages, loss, or lawsuits with respect to any decision made concerning this application.

*Full-time employees; 8 hours

*Part-time employees: the number of hours equivalent to one work day

Employee Name (*please print*): _____

Employee ID Number: _____

Job Title: _____

Department: _____

Supervisor: _____

Signature: _____ Date: _____

DEADLINE FOR SUBMISSION: AUGUST 1, 2015
(Or, within one month after becoming eligible for ESLB membership.)

HUMAN RESOURCES' USE:

_____ APAS/ESLB Master List record noted.

_____ Sick Leave Record sheet noted.

Initials: _____ Date: _____

**APPENDIX I
YSU-APAS
EMERGENCY SICK LEAVE BANK**

Application for Use of APAS ESLB Hours

TO: Chief Human Resources Officer

I wish to apply for _____ hours from the YSU-APAS Emergency Sick Leave Bank, to be used for my illness/injury or because of an illness/injury in my immediate family, as follows:

Estimated duration of leave: _____

Explanation of illness/injury: _____

Banner ID Number: _____ Department: _____

Supervisor Name: _____

Signature: _____ DATE: _____

Attached is the physician's statement regarding said illness/injury.

TO: Chief Human Resources Officer or Designee

The above ESLB member has been approved by the ESLB Committee to use _____ hours from the YSU-APAS ESLB.

Signed (Chair, ESLB Committee): _____

Date: _____

cc: Applicant

APPENDIX J
YSU-APAS
STAFF PROFESSIONAL DEVELOPMENT APPLICATION

Name: _____

Department: _____

Date: _____

Staff Professional Development Opportunity: _____

Location: _____

Date(s): _____

Costs of Attendance

Fees: \$ _____

Travel: \$ _____

Meals \$ _____

Lodging: \$ _____

Total Request: \$ _____

Requested By: _____ Date _____
Signature of Bargaining Unit Member

Signature of Immediate Supervisor
 Approve

Date _____
 Disapprove

Signature of Account Authority
 Approve

Date _____
 Disapprove

Amount Approved: \$ _____

**APPENDIX K
EMPLOYEE AUTHORIZATION TO CHANGE PERSONAL DATA**



EMPLOYEE AUTHORIZATION TO CHANGE PERSONAL DATA

PLEASE ENTER DATA CURRENTLY ON FILE:

Last Name	First Name	Middle Name
Department	Phone/Ext. Number	Social Security or Patron ID Number

PLEASE CHECK ALL THAT APPLY

- Current Employee
 Full-Time
 Classified Staff
 Professional/Administrative
 Previous Employee
 Part-Time
 Faculty

TYPE OF CHANGE: Name
 Home Address
 Mailing Address
 Phone
 Emergency Contact

NEW INFORMATION (Provide only that which has changed)

NEW NAME *(May require a legal document)*

Salutation:	<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Dr.
Last Name:	
First Name:	
Middle Name:	
Reason for Name Change:	<input type="checkbox"/> Marriage <input type="checkbox"/> Divorce <input type="checkbox"/> Legal Action
Effective Date:	

NEW ADDRESS and/or PHONE NUMBER

Street Address:	
Apt. #:	
City:	
State:	
Zip Code:	
Phone Number:	<input type="checkbox"/> Home () <input type="checkbox"/> Cell ()
Effective Date:	

NEW EMERGENCY CONTACT

Name:	
Relationship:	
Complete Address:	
Phone:	<input type="checkbox"/> Home () <input type="checkbox"/> Work () <input type="checkbox"/> Cell ()

NOTE: Employees with health care coverage, whose personal data has changed, must also complete a separate form for the insurance company. YSU's Benefits Office at (330) 941-3748 to obtain a form.

Please call

EMPLOYEE SIGNATURE *(Please print, sign and send completed form to Human Resources for processing and distribution)*

Signature (Required) _____ Date _____

FOR HR USE (ORIGINAL: Human Resources -COPIES: Payroll, Employee's Department, Fringe Benefits) REVISED HR 07/08
 Date Received _____ Date Processed _____ By _____

