

FACT-FINDING REPORT

STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

March 10, 2016

In the Matter of:

Youngstown State University)	
)	
and)	Case No. 2015-MED-03-0172
)	
Fraternal Order of Police, Ohio)	
Labor Council, Inc.)	

APPEARANCES

For the University:

George Crisci, Outside Counsel
Allan Boggs, Director of Labor Relations
Shannon Tirone, Associate Vice President of University Relations
Shawn Varso, Lieutenant
Tammy King, Associate Dean, Health & Human Services
Erin Driscoll, Director of Student Affairs

For the Union:

Charles Wilson, Senior Staff Representative
Michael Piteon, Patrolman
Dennis Godoy, Sergeant
Adam Guerrieri, Dispatcher

Fact Finder:

Nels E. Nelson

BACKGROUND

The dispute involves Youngstown State University and the Fraternal Order of Police, Ohio Labor Council, Inc. The university offers a variety of graduate and undergraduate programs and enrolls approximately 13,000. The union represents approximately 19 full-time patrolmen, 3 sergeants, and 4 dispatchers.

Negotiations for a successor agreement to the one expiring on June 30, 2015, began on June 10, 2015. After a number of negotiating sessions and mediation by the Federal Mediation and Conciliation Service, the parties reached impasse. The Fact Finder was notified of his appointment on December 14, 2015. A fact-finding hearing was held on February 23, 2016. When no agreement was reached in the mediation, the Fact Finder prepared this report.

The recommendations of the Fact Finder are based upon the criteria set forth in Section 4117-9-05(K) of the Ohio Administrative Code. They are:

- (a) Past collectively bargained agreements, if any, between the parties;
- (b) Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (c) The interest and welfare of the public, and the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (d) The lawful authority of the public employer;
- (e) The stipulations of the parties;
- (f) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed upon dispute procedures in the public service or in private employment.

ISSUES

The parties presented five issues to the Fact Finder. In order to expedite the resolution of the dispute, the parties agreed that the Fact Finder did not have to summarize their arguments with respect to each issue or present a rationale for his recommendations. Based upon this agreement, the Fact Finder will simply provide his recommended language for each of the issues in dispute.

1) Article 4 - Pay

The Fact Finder recommends the following contract language:

4.1: Base Pay:

A. Effective with the implementation of this agreement, the base rate shall not increase for the duration of the agreement. Effective with the implementation of this agreement, any subsequent steps for all bargaining unit classifications shall be frozen until June 29, 2018. Effective June 30, 2018, bargaining unit employees who have not completed the wage step schedule for their classifications shall be moved up one step.

B. Lump Sum Signing Payments: Any bargaining unit employee who has completed the step wage schedule for his or her classification on or before June 29, 2018 and who remains in active employment or on an approved leave of absence with the University as a bargaining unit employee on June 30, 2018 shall receive a one-time (not on the base) lump sum signing bonus of \$1,000.00. This signing bonus shall not be considered wages and shall not be included in the employee's base compensation for purposes of calculating overtime compensation. Payment of the lump sum signing bonus shall be made on the second pay day following July 1, 2018.

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

higher classification within the bargaining unit shall be paid at the lowest step in the higher pay range which provides him/her at least a nine percent (9%) increase in base rate of pay. In calculating the increased rate of pay of bargaining unit employees promoted from Police Officer 2 to Sergeant who have had their pay frozen at a step, the wage rate to be applied in calculating the increase using the formula described above shall be the step where the bargaining unit member would have been placed if the steps had not been frozen.

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

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

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

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

- A. The hourly pay increment for the receipt of an associate degree in criminal justice or other related degree approved by the Chief of Police is \$.35 per hour.
- B. The hourly pay increment for the receipt of a baccalaureate degree in criminal justice or other related degree approved by the Chief of Police is \$.60 per hour.

Each member of the bargaining unit who believes he/she is entitled to an hourly pay increment under the provisions of this article shall provide the University with an

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

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

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

A. Employees whose work is interrupted by an emergency closing, and who are released from duties for the remainder of their shift, shall receive straight pay as though they had completed their scheduled hours.

B. Employees who are scheduled to work, but who are directed by the University not to report to work due to an emergency closing, shall receive straight pay as though they had completed their scheduled hours.

C. Employees who are working when an emergency closing occurs, and who are directed by the University to continue to work, shall receive straight pay for the hours before the effective time of the closing and overtime payment at the rate of one and one-half (1.5) times their normal rate for hours after the announcement of the closing in addition to their straight pay. In such cases, payroll entry will indicate regular hours and overtime hours.

D. Employees who are scheduled to work after an emergency closing occurs, and who are directed by the University to report to work, will receive pay at one and one-half (1.5) times their normal rate for all hours worked during the closing in addition to their straight pay. In such cases, payroll entry will indicate regular hours and overtime hours.

E. Employees who are not scheduled to work during a period of emergency closing, but who are directed by the University to report to work, will receive pay at two and one-half (2.5) times their normal rate for all hours worked.

F. During the period of an emergency closing, the University will not require any employee to work who is on vacation or sick leave.

G. If an employee is scheduled to work during an emergency closing, but is unable to reach the campus due to conditions which prompted the closing, then the employee will be charged vacation leave or leave without pay for the period of his/her scheduled shift prior to the official closing.

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

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

2) Article 15 - Overtime

The Fact Finder recommends the following contract language:

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

rate of pay. A bargaining unit member may not exceed a 200-hour compensatory time balance. If a 200-hour balance exists, the employee will automatically be given pay for any overtime worked. The University shall convert to cash at the current hourly rate of the employee an amount equal to fifty percent (50%) of the employee's accumulated compensatory time balance on December 31 of each year. The payment for the conversion shall take place on the first payday following the first full pay period after January 1 and such payment shall be made to the employee as part of the employee's regular paycheck. Employees may elect to convert all or part of his or her compensatory time balance to a payment at the employee's current hourly rate by submitting a request to the University. Such payment shall be included in the employee's regular paycheck and shall be made on the first payday following two weeks after the employee submits the request to the University.

15.2: An overtime opportunity exists when the University needs the services of one (1) or more members of the bargaining unit for more than forty (40) hours of work or active pay status, excluding the use of paid sick leave, in a given week. The University will rotate overtime opportunities among members of the bargaining unit who regularly perform the duties to be performed on an overtime basis. The University will maintain a roster of overtime assignments to members of the bargaining unit, and will post the roster in the YSU Police office. Overtime shall be offered to the bargaining unit member in the job classification needed who has the least aggregate overtime credit for overtime worked or refused; provided, the University shall have the right in unusual circumstances to assign overtime outside the ordinary rotation. Furthermore, no employee will be eligible to work overtime for at least twenty four (24) hours after the end of the shift for which the employee reported off sick. The University will offer overtime details that require more than one police officer to bargaining unit members at a 1:1 ratio of bargaining unit members to non-bargaining unit employees, with the even-numbered overtime opportunity being offered to the bargaining unit member. If an insufficient number of bargaining unit members accept the available number of overtime opportunities, then the University may fill those overtime opportunities with non-bargaining unit employees. When a detail is staffed by multiple bargaining unit members and involves multiple types of work assignments, bargaining unit members may select on a seniority basis the work assignments designated by the University to be performed by bargaining unit members before offering the assignment to non-bargaining employees. The parties agree that current permanent details, dormitories, courtyards and the Recreation Center are not included in this formula.

15.3: The overtime roster shall roll over month to month on a continuous basis. The overtime rosters listing the bargaining unit members' aggregate hours will be updated weekly. The aggregate hours listing will not include those hours spent by a bargaining unit member while in court on behalf of the University, or while attending University disciplinary hearings.

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

A. If more than one event or activity occurs simultaneously or overlaps, the employee who is absent or refused the opportunity shall be charged only with the amount of hours of the event with the shorter duration.

B. Refusal of overtime will not be credited against a bargaining unit member if the overtime offer is made within two (2) hours of the start of the overtime.

C. When a bargaining unit member is scheduled to attend training session(s) for compensatory time only, this time shall not be considered actual overtime and not be charged to the member's total aggregate hours on the overtime roster.

D. Bargaining unit members who are offered overtime, for replacement of employees due to unscheduled absences or other unanticipated events, will promptly accept or decline the opportunity. In the event a bargaining unit member's residence is contacted and the bargaining unit member does not accept the overtime opportunity immediately, the University may move to the next eligible bargaining unit member on the overtime list.

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

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

15.6: An emergency exists when the Chief of YSU Police, President, or his/her designee, determine current or potential conditions on the YSU campus warrant the

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

15.7: A bargaining unit member who does not want to work regular, non-emergency overtime may waive his/her right to the rotational opportunity to work overtime established in this Article. It is the employee's responsibility to inform the University in writing by January 31 and June 30 of each calendar year of his or her intent regarding this right.

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

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

3) Article 20 - Vacation

The Fact Finder recommends the following contract language:

20.1: Each member of the bargaining unit will earn annual vacation leave according to his/her number of years of service with the University. Furthermore, total service for purposes of calculating vacation hereunder will also include active duty in the U.S. Armed Forces as well as their total Reserve Duty and National Guard Units as delineated on the employee(s) Department of Defense (DD) 214 or Certificate of Release or Discharge from Active Duty, rounded to the nearest full year. If less than six months of service as noted above, he/she will be credited with the actual amount of service.

However, any bargaining unit member who had been earning vacation leave prior to July 1, 2012 according to his/her years of service with the University and the State of Ohio's political subdivisions will continue to earn vacation based upon the combined service time. Vacation accrual shall be credited as follows:

<u>YEARS OF SERVICE</u>	<u>ANNUAL ACCRUAL</u>
Less than 1	None
1 but less than 7	10 days
7 but less than 13	15 days
13 but less than 22	20 days
22 but less than 25	25 days
25 or more	30 days*

* Applies only to bargaining unit members who accrued or will accrue vacation at this annual rate on or before June 30, 2018.

The accrual rates per bi-weekly pay period for the categories above shall be: 3.1 hours for Category B; 4.6 hours for Category C; 6.2 hours for Category D; 7.7 hours for Category E; and 9.2 hours for Category F. An employee must be in active pay status at least eighty (80) hours in a pay period in order to accrue the total designated vacation hours for that pay period. Vacation leave may accumulate to a maximum of that earned in two (2) years of service. Vacation in excess of this maximum is eliminated from the employee's vacation leave balance.

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

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

while a bargaining unit member is on vacation and if the bargaining unit member attends the funeral, up to four (4) days of vacation may be converted to bereavement leave in accordance with Article 21 by providing the University with documentation of the death in the family.

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

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

20.6: The Chief or his or her designee shall post a calendar whereby the employee(s) in the department shall have the opportunity each year to indicate the times they wish to be on vacation. Absent unusual circumstances, the Chief or his or her designee shall not change the system later than October 15 of any year for vacation scheduling in the following year. The Chief or his or her designee shall specify in writing those times in the year, if any, where it is desirable from an operational standpoint for staff to take vacation. There will be two separate vacation deadlines. The first shall be November 15. This period will be used to sign up for full-week forty (40) hour increments of vacation. The second will be November 30. This will be used to sign up for other increments of vacation not to exceed ten (10) increments of vacation in any year. Prior to scheduling any vacation, the employee shall have the vacation time available in his/her vacation balance. Once vacation has been approved, it shall be the obligation of the employee to take the vacation. The system shall provide that the employee with the greatest seniority in the classification shall have first choice of vacation time; the employee with the second greatest classification seniority shall have second choice, etc. The University will make a good faith effort to grant vacation requests for bargaining unit members who do not sign up prior to the two vacation periods listed above or who subsequently desire to change their scheduled vacation. Vacation schedules may subsequently be changed when mutually agreed to by the employee and the department head. All other vacation requests will be subject to Section 20.2 of this agreement.

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

4) Article 26 - Retirement

The Fact Finder recommends the following contract language:

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

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

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

26.4: Sick Leave Conversion: A bargaining unit member who retires with ten (10) or more years of full-time University service is entitled to conversion to cash payment of part of his/her accrued but unused sick leave.

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.

All accrued sick leave shall be eliminated from an employee's record upon sick leave conversion. Such payment shall be made only once to an individual. Sick leave conversion does not apply to separation or termination other than retirement. "Retirement" as used in this section refers to retirement under the provisions of one (1) of the Ohio public retirement systems at the time of separation and requested sick leave conversion.

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

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

5) New Section - Police Promotional Examination Process

The Fact Finder recommends the following contract language:

XX.1: When the University decides to fill a vacant Sergeant position or a new Sergeant position is created, the position shall be filled by a competitive examination and an Assessment Center process from the University police officers who are qualified. For any examination administered on or before December 31, 2016, those qualified must have a minimum of three years as a regular full time University police officer. For any examination administered on or after January 1, 2017, those qualified must have a minimum of four years as a regular full-time University police officer.

XX.2: The examination shall be administered by a vendor chosen by the University. An assessment panel chosen by the University will assess the candidates and report its findings to Human Resources (Director of Talent Acquisition, Processing, and Employee Records or successor title).

XX.3: The notice of promotional examination shall be announced fourteen (14) calendar days prior to an announcement on the University applicant tracking system. The announcement shall be made by a member of the Police Department command staff via an email message to all union associates. A copy of the announcement shall be posted on the FOP bulletin board. The promotional opportunity shall be announced on the University applicant tracking system and will include: the position title; duties; minimum qualifications; licenses or certifications; the announcement date and the date the position announcement closes. Only bargaining unit members who are qualified for the promotional opportunity and apply prior to the close of the position announcement shall be tested.

XX.4: Within fourteen (14) days following the close of the promotional opportunity on the applicant tracking system, all promotional examination resources materials shall be made available to qualified bargaining unit members. The University will assure that the required materials are available. The cost of any such materials will be borne by the applicant.

XX.5: Applicants shall have sixty (60) work days to prepare for the promotional testing. All testing shall be administered on campus.

XX.6: The promotional materials shall consist of not more than five research books or materials related to specific subjects. The YSU Police manual shall be included as one of the five books or research materials.

XX.7: Materials shall be available to all qualified candidates on the same day during their regularly assigned shift. Bargaining unit members may with at least one work day advance notice arrange to pick up the resource materials in Human Resources during the hours of 8:30AM to 4:30PM.

XX.8: All bargaining unit members shall be notified of their individual test results within forty eight (48) hours of the scoring. All bargaining unit members shall be provided with the scores of all tested police officers in numerical order. No employee shall be identified by name except on his or her individual test score.

XX.9: The following preferences shall be added to a candidate's test score:

A. Military: Military veterans with an honorable discharge (DD-214 or DD-256) shall receive a ten (10) point preference added to his or her test score.

B. Educational: Candidates shall receive either a five (5) point preference added to his or her test score for an associate degree in Criminal Justice or a related field or a ten (10) point preference added to his or her score for a bachelor's degree in Criminal Justice or a related field. There shall be no pyramiding of this preference.

C. Longevity: Candidates shall receive a one (1) point preference added to his or her test score for each year of service as a bargaining unit employee beyond five (5) years.

The maximum aggregate amount of all preference points shall not exceed fifteen (15) points.

XX.10: Applicants must score a minimum of seventy per cent (70%) on the written test, exclusive of any preference points, to advance for assessment.

XX.11: The Assessment Center team will consist of persons who are not YSU employees and from the Ohio Chief's of Police Association or similar organization. Assessment Center team members must have experience in law enforcement supervision in a leadership role of lieutenant or above. FOP shall be permitted to have an observer attend Assessment Center team meetings, provided that the FOP identify the observer no later than thirty (30) before the Assessment Center team's first meeting.

XX.12: The written test score plus any preference points shall count for forty percent (40%) of the candidate's total score, while the Assessment Center team evaluation shall count for sixty percent (60%) of the total score.

XX.13: The test results shall remain valid for a period of one (1) year following certification of the test results.

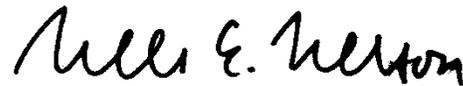
XX.14: The University solely retains the right to vendor testing providers and selection of assessment panelists. The University shall at the request of the FOP to meet and discuss the promotional process along with all testing and assessment center procedures.

XX.15: The University reserves the right not to fill a vacant position following the completing of the testing and Assessment Center team review. The University shall notify the FOP no later than fourteen (14) days after completion of the testing and Assessment Center team review that it does not intend to fill the vacancy.

XX.16: Bargaining unit members who have participated or were scheduled to participate in field trials to fill any promotional vacancies as of the date of ratification of this Agreement shall receive the same treatment as any other candidate to be considered under these procedures. The Union agrees that there will be no grievances challenging the discontinuation of the field trial system and its replacement with the procedures detailed above. **[NOTE: This also could be included in a side letter agreement.]**

6) Tentative Agreements

The Fact Finder recommends the tentative agreements reached by the parties.



Nels E. Nelson
Fact Finder

March 10, 2016
Russell Township
Geauga County, Ohio