



YOUNGSTOWN STATE UNIVERSITY

YOUNGSTOWN, OHIO 44555

August 7, 1980

TO THE TRUSTEES OF
YOUNGSTOWN STATE UNIVERSITY

This Notice is to advise that the next regular meeting of the Board of Trustees will be held on Saturday, August 23, 1980, in the Board Room in the Tod Administration Building at noon, following Commencement.

Copies of the Agenda for the Meeting will be furnished by the President's office.

HWM:EVT



HUGH W. MANCHESTER, Secretary to the
Board of Trustees

A copy of the above notice was mailed on August 7, 1980 to each of the Nine Trustees and to the President, as listed on the reverse side of this page; and a copy was also mailed on the same date to each of the four others listed on the reverse side of this page.



HUGH W. MANCHESTER, Secretary to the
Board of Trustees

TRUSTEES AND THE PRESIDENT

Attorney Paul M. Dutton
Mitchell, Mitchell & Reed
709 Union Bank Building
Youngstown, Ohio 44503

Dr. Thomas D. Y. Fok
Thomas Fok & Associates, Ltd.
3896 Mahoning Avenue
Youngstown, Ohio 44515

Dr. John F. Geletka, D.D.S.
5600 Mahoning Avenue
Austintown, Ohio 44515

Mr. Edgar Giddens
448 Cleveland Street
Youngstown, Ohio 44511

Mrs. Ann Isroff
11 Wildfern Drive
Youngstown, Ohio 44505

Mr. William J. Lyden, Business Mgr.
International Brotherhood of
Electrical Workers Local 64
291 McClurg Road
Youngstown, Ohio 44512

Mr. William G. Mittler, Advertising
Manager
Youngstown Vindicator
Vindicator Square & W. Boardman
Youngstown, Ohio 44503

Mr. Fred C. Shutrump, Jr., President
Shutrump and Associates
3749 Mahoning Avenue
Youngstown, Ohio 44515

Mr. Frank C. Watson, President
Youngstown Welding and Engineering Co.
3700 Oakwood Avenue
Youngstown, Ohio 44515

Dr. John J. Coffelt, President
Youngstown State University
410 Wick Avenue
Youngstown, Ohio 44555

- - - - -

Dr. David J. Robinson, President
YSU-OEA
Youngstown State University
410 Wick Avenue
Youngstown, Ohio 44555

Attorney Edward A. Flask, Legal Counsel
424 City Centre One
Youngstown, Ohio 44503

Theodore R. Cubbison, Esq.
Director Legal Services
Youngstown State University
410 Wick Avenue
Youngstown, Ohio 44555

Mr. Ray McElroy, President
YSU Chapter of OCSEA
Youngstown State University
410 Wick Avenue
Youngstown, Ohio 44555

MINUTES OF MEETING

of

BOARD OF TRUSTEES

of

YOUNGSTOWN STATE UNIVERSITY

Tod Administration Building
Saturday, August 23, 1980

Pursuant to Resolution YR 1980-72 and to Notices mailed on the 7th day of August, 1980, by the Secretary to the Board to each Trustee, copy of which precedes these Minutes (with copies to the President of the University, the Presidents of the YSU Chapter of the OEA and the YSU Chapter of OCSEA, to Edward A. Flask, Special Counsel to the Attorney General of Ohio, and to the Director of Legal Services of the University) a regular meeting (seventy-fifth) of the Board of Trustees of Youngstown State University convened on Saturday, August 23, 1980 in the Board Room in the Tod Administration Building at noon, following commencement and a luncheon meeting with Dr. Bernard T. Gillis, heretofore Vice President and Provost, Indiana University of Pennsylvania.

Seven Trustees were present at the meeting, to-wit: Dr. Thomas D. Y. Fok, Edgar Giddens, William J. Lyden, Mrs. Ann L. Isroff, William G. Mittler, Fred C. Shutrump, Jr. and Frank C. Watson. Two Trustees, Paul M. Dutton and Dr. John F. Geletka, were absent.

Also present were Dr. John J. Coffelt, President, Dr. Leon Rand, Acting Academic Vice President, Dr. Neil D. Humphrey, Executive Vice President, Dr. Taylor Alderman, Vice President Personnel Services, Edmund J. Salata, Dean Administrative Services, Dr. Lawrence E. Looby, Associate Vice President Public Services, Dr. Charles McBriarty, Associate Vice President Student Services, Philip A. Snyder, Director University Relations, Dr. David C. Genaway, Librarian, Hugh W. Manchester, Secretary to the Board of Trustees, John N. McNally, representing Edward A. Flask, Special Counsel, and Patricia D. Martin, Secretary to the President. Also present were approximately 19 Deans, members of the faculty and members of the news media.

Mr. Giddens, Chairman of the Board, presided.

ITEM I - Proof of Notice of Meeting.

Evidence was available to establish that due notice of the meeting had been mailed on August 7, 1980 by the Secretary to each of the nine Trustees and to the President, and that copies had also been mailed to the Presidents

of the YSU Chapters of OEA and OCSEA, to Edward A. Flask, Legal Counsel and to Theodore R. Cubbison, Director of Legal Services. Such evidence precedes these Minutes.

ITEM II - Minutes of Meetings Held June 21, 1980 and July 1, 1980.

Copies of the drafts of the Minutes of the Meetings of the Board of Trustees held on June 21, 1980 and July 1, 1980, had been mailed to each Trustee, to the President, the three Vice Presidents, the Dean of Administrative Services, the State Examiner, the Special Counsel to the Attorney General and the Director of Legal Services and three corrections in the minutes of the June meeting had been made and reported. There being no further corrections or changes suggested, the Minutes of each meeting were approved on Motion by Mrs. Isroff, seconded by Mr. Shutrump and duly carried, and were signed by the Chairman and attested by the Secretary.

ITEM III - Recommendations of the President of the University.

Dr. Coffelt recommended that four (4) Resolutions be adopted by the Trustees:

1. Resolution to Ratify Faculty/Staff Appointments.

Twenty-six (26) Faculty/Staff appointments and promotions made since the June 21, 1980 meeting of the Board were reported.

After a Motion which was made by Mr. Lyden and seconded by Mr. Shutrump had received the affirmative vote of each Trustee present, the Chairman declared the following resolution adopted:

"WHEREAS, the Policies of the Board of Trustees direct the President to appoint such employees as are necessary to effectively carry out the operation of the University; and YR 1981-2

"WHEREAS, new appointments have been made subsequent to the June 21, 1980 regular meeting of the Board of Trustees; and

"WHEREAS, such appointments are in accordance with the 1980-81 budget and with the University policy on Equal Employment Opportunity.

"NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees hereby ratify and confirm the appointments as listed in Exhibit A attached hereto."

2. Resolution Accepting Gifts.

Gifts to the University since June 21, 1980 were reported and described.

After a Motion, which was made by Mr. Watson and seconded by Mr. Mittler had received the affirmative vote of each Trustee present, the Chairman declared the following resolution duly adopted:

"WHEREAS, Resolution YR 1980-34 provides that the President shall compile a list of gifts to the University for each meeting of the Board of Trustees and present the list accompanied by his recommendation for action by the Board; and

YR 1981-3

"WHEREAS, the President has reported that the gifts as listed in Exhibit B attached hereto are being held pending acceptance and he recommends their acceptance.

"NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees does hereby accept these gifts on behalf of Youngstown State University and instructs the President to acknowledge such acceptance to the donors and to express our gratitude for their generosity to the University."

3. Resolution for Conferral of an Honorary Degree.

After a Motion, which was made by Mrs. Isroff and seconded by Mr. Shutrump had received the affirmative vote of each Trustee present, the Chairman declared the following resolution adopted:

"WHEREAS, PAUL N. WIGTON, vice president of steel operations of Republic Steel Corporation and a 1957 alumnus, has distinguished himself as an effective and esteemed corporate leader whose achievements reflect credit upon his alma mater; and

YR 1981-4

"WHEREAS, beginning as a project engineer at Republic's Youngstown plant in 1959, PAUL N. WIGTON advanced through the engineering and administrative levels of the corporation to become manager of the Mahoning Valley District in 1975, assistant vice president for steel operations in 1978 and vice president in 1980; and

"WHEREAS, a dedicated and productive partner of the University since graduation, PAUL N. WIGTON has served on the faculty, directed the alumni phase of the campaign for the All-Sports Complex, and actively supported employment of YSU students and graduates within his corporation; and

"WHEREAS, a member of the board of directors of the Alumni Association, PAUL N. WIGTON has been a creative participant in the recent revitalization of the alumni program.

"NOW, THEREFORE, BE IT RESOLVED, that the Honorary Degree, Doctor of Engineering, be conferred upon MR. PAUL N. WIGTON."

4. Resolution Concerning Continuing Education Unit.

The proposed Continuing Education Unit had been explained by Dr. Rand at the June 21st Board Meeting, and Dr. Coffelt recommended that Board

policies be amended to provide for the courses, workshops, seminars and conferences which may be involved.

After a Motion, which was made by Mr. Shutrump and seconded by Mr. Lyden had received the affirmative vote of each Trustee present, the Chairman declared the following resolution duly adopted:

"WHEREAS, the Continuing Education Unit (CEU) is defined as ten contact hours of participation in an organized continuing education experience under responsible sponsorships, capable direction and qualified instruction, and

YR 1981-5

"WHEREAS, the Continuing Education Unit is a system to account for participation in continuing education programs, and

"WHEREAS, the CEU is awarded by more than 1000 universities and colleges in the U.S., and

"WHEREAS, the standards set forth by the National Task Force on the CEU serve as a guide for awarding of the unit, and

"WHEREAS, the Academic Senate has proposed procedures approved by the administration for awarding the CEU,

"THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby amend Article VI of the Policies of the Board of Trustees of Youngstown State University by adding a new Section 5 thereto as contained in Exhibit C."

ITEM IV - Report of the President of the University.

Dr. Coffelt reported concerning six matters, as follows:

1. Reductions in State Subsidies.

As anticipated at the last regular meeting Governor Rhodes, on June 30, 1980, by an executive order mandated a reduction of 3% in departments of the State, including institutions and boards for the fiscal year ending June 30, 1981. This will amount to \$690,000 at Youngstown State University, and will be absorbed by the Operating Budget contingency and unspent salaries occurring in vacant and unfilled positions. No further increase in student fees is presently needed. The reduction can be absorbed by unallocated reserves of about \$402,000 plus about \$290,000 in reductions of operating expenditures.

However, additional austerity measures seem likely, for State Revenues are continuing to fall below expectations.

2. Student Residential Facilities.

Chancellor Moulton, on August 1, 1980, requested that all Boards of Trustees be reminded that Section 121 of Am. Sub. H.B. 204 provides that no state assisted college or university may spend funds from any source for student residential facilities without prior approval by the Ohio Board of Regents.

3. A.G.B. Annual Meeting.

Such meeting, to be combined with a meeting of the American Council on Education, will be held on October 8 - 10, 1980. Trustees are encouraged to attend and the President's office can assist in making necessary reservations.

4. Summer Enrollment.

Final figures, as of August 19, 1980 indicate:

Headcount - 5,929, an increase of 8.4% over the summer of 1979; F.T.E. 3,094, an increase of 7.6% over the summer of 1979. The number of freshmen is up 13.4%. The only reduction is in the School of Education - down by 14%. 1980 summer enrollment overcomes five years of decline, and is the highest since becoming a State University, exceeding the previous high of 5,741 in 1971.

5. Study re Day Care Center.

A committee to study the need for and funding of such a center has been appointed, to report by February 1981, in accordance with the Board's approval of a report by its Student Affairs Committee, made at its last regular meeting.

6. Appointment of an Academic Vice President.

Dr. Coffelt announced the selection and recommended the appointment of Dr. Bernard Gillis, formerly Academic Vice President and Provost at Indiana University of Pennsylvania as Academic Vice President of Youngstown State University. He reported that as members of the Board are aware, an intensive, nation-wide search for an Academic Vice President has been conducted. A committee of students, faculty, department heads and academic deans had carefully screened the 82 candidates for the position, and had submitted to the President the names of four persons whom they felt would be acceptable.

Such four persons were further screened, and the President's own judgment has been aided by the Board's Personnel Committee, which served as a "search" committee, by the President's staff and by the academic "deans".

Dr. Coffelt requested that the Board ratify and approve the selection and appointment of Dr. Bernard Gillis as the Academic Vice President of the

University; stating that Dr. Gillis will play a key role in Y.S.U.'s academic leadership in the years just ahead; that his credentials are impressive, his experience substantial and that he is pleased to recommend the appointment.

Dr. Gillis, who was present, was formally introduced to the Board, and responded that he was delighted at the prospect of joining Youngstown State University.

After a Motion, which was made by Mrs. Isroff and seconded by Mr. Watson, had received the affirmative vote of each Trustee present, the Chairman declared the following resolution duly adopted:

"RESOLVED, that the Board of Trustees does hereby ratify and approve the selection of and appointment of Dr. Bernard T. Gillis as the Academic Vice President of Youngstown State University." 1981-6

The report of the President was accepted, upon motion duly made, seconded and carried.

ITEM V - Report of the Acting Academic Vice President.

Dr. Rand reported concerning one matter as follows:

1. Teacher Education Accreditation.

The National Council for Accreditation of Teaching Education (NCATE), at its June meeting in Denver, gave reaccreditation to Youngstown State University's Master's of Science in Education degree programs for the preparation of elementary teachers, secondary teachers; special education teachers, reading teachers; elementary and secondary principals, supervisors and curriculum coordinators; and guidance counselors. Initial accreditation has been given to a specialist program for the preparation of school superintendents.

Such reaccreditation of our Master's degree programs in Education is noteworthy, as many similar programs at other institutions have recently been denied reaccreditation by NCATE.

Such report was accepted by Motion duly made, seconded and carried.

ITEM VI - Report of the Executive Vice President.

Dr. Humphrey reported concerning the following matters:

1. Librarian of the University.

Dr. David C. Genaway, who became librarian of Youngstown State University on July 1, 1980, was introduced to the Board of Trustees.

2. Financial Aid to Students.

A copy of a 12 page report entitled "1979-1980 Student Financial Aids" at Youngstown State University was given to each Trustee. Such report describes procedures for obtaining financial aid. It shows that for 1979-80 a total of \$5,817,897 in such aid was obtained for 5722 persons, an average of \$1,050.00 per recipient.

3. Independent Audit Request.

It was reported that the Ohio State Auditor is complying with the University's request that more current audits be made, in part, by an independent auditing firm of CPA's; that bids will be taken on September 9, 1980 from independent firms for an audit of Y.S.U. records for the fiscal year ending June 30, 1980, with award of contract expected on September 22, 1980; and that such audits are to be fiscal audits; with the State Auditor's office to make the compliance audits.

Such report was accepted by Motion duly made, seconded and carried.

ITEM VII - Report of the Vice President for Personnel Services.

Dr. Alderman had no report.

ITEM VIII - Report of the Dean of Administrative Services.

Dean Salata reported concerning the following matters:

1. Chilled Water Building System Improvements.

The Building and Property Committee authorized improvements to the chilled water system in the Cushwa and Maag Library buildings, to be made at a total project budget of \$29,500. Revisions to such system will permit more effective and efficient use of equipment and will improve the environment in several buildings. The contract has been awarded to the low bidder, Suburban Plumbing & Heating, for the necessary work. Upon completion of this work an annual savings of \$5,250 per cooling season is expected.

2. Kilcawley Center Addition Phase III.

This project is approximately 10 percent complete and should be completed in September 1981. Current work includes excavation and foundation construction, also some interior renovation. The total project budget is \$1,800,000.

3. Kilcawley Center Mansard Replacement.

This project is currently 85 percent complete with completion expected within the next three weeks. Material delivery and poor weather delayed the start of this project. The project budget is \$53,871.00.

4. Kilcawley Residence Hall.

A project budget of \$4,000 was approved by the Building and Property Committee to provide for various improvements needed to furnish quarters for the newly appointed Housing Coordinator.

5. Removal of Handicapped Barriers - Section 504 of the Rehabilitation Act of 1973.

On July 2, 1980 bids were received by the Ohio Department of Administrative Services for removal of certain handicapped barriers, at Youngstown State University. \$107,972 in State funds are provided pursuant to Amend. House Bill No. 618, the 1977-79 Biennium Capital Appropriations. The project consists of the installation of handrails, new drinking fountains, lowering and installing of Braille elevator controls, installation of concrete ramps in several of the University buildings, also a wheelchair lift in the Engineering Science Building. The low bids received were:

	<u>Bid</u>	<u>Estimate</u>
Walker Stonecraft Builders Youngstown, Ohio	\$53,000.00	\$57,817.50
Metro Electric, Inc.	<u>40,290.00</u>	<u>42,686.00</u>
Total low bids	\$93,290.00	\$100,503.50

Such low bids were 7 percent below the Associate Architect's (Nelson A. Harris and Associates) estimate. The Building and Property Committee concurred in award of contracts to such low bidders and authorized the staff to so notify the Ohio Department of Administrative Services. Completion date is February, 1981.

6. Wick Avenue Sidewalk Relocation and Architectural Barrier.

On July 28, 1980 bids were received for this project and the total of all low bids received was \$51,350 (or 28 percent under the architect's estimate of \$71,611). Plans and specifications were prepared by C. Robert Buchanan and Associates in consultation with James Burkhart and Associates. Pursuant to authorization by the Building and Property Committee on July 30, 1980, contracts were awarded to the following low bidders:

General Contract

F. Ivan Law Co., Youngstown, Ohio \$16,100

Electrical Contract

Valley Electrical Contractors, 15,300
Youngstown, Ohio

Landscaping Contract

Reed Environmental Industries, \$19,950
Youngstown, Ohio

Total low bids \$51,350

The total project budget including contingencies is \$54,000.

Construction began on August 18, 1980 and completion is expected by September 25, 1980.

7. Health & Physical Education/All Sports Complex.

This project is approximately 20 percent complete and should be completed in the Spring of 1982. The general contractors continue to work two turns and all the contractors are to be commended for their efforts in attempting to expedite this project.

8. Tennis Courts and Playing Field.

Bids will be opened on August 28, 1980 by the Ohio Department of Administrative Services for the construction of the tennis courts and playing field. Completion date is April, 1981.

9. Land Acquisition East of Wick Avenue.

Youngstown State University has acquired the deed to the following property:

C.L. No. 3692, 109 Grove Street purchased \$14,000
from Mrs. Elsie Alexander

The following transactions have been made on parcels east of Wick Avenue since the last land acquisition report to the Board:

Approval for closing 1
For approval by OBOR 1
Approval received from Trustees to extend
offers to Purchase 3
Appraisals ordered 6

Executive Session

At 12:30 p.m. the Trustees retired into an executive session for the purpose of reviewing negotiations and bargaining sessions with representatives of its employees who are members of the YSU Chapter of the Ohio Civil Service Employees Association. At 12:38 p.m. the Trustees reconvened into the open meeting in the Board Room to continue their regular meeting.

ITEM IX - Reports of the Committees of the Board.

1. Personnel Relations Committee.

Resolution Concerning Agreement with YSU-OCSEA.

Mr. Mittler, Chairman of the committee, read and moved for adoption the following resolution:

"WHEREAS, the 1978-80 Agreement between the University and the University chapter of the Ohio Civil Service Employees Association (OCSEA) expired on May 31, 1980, and as authorized by the Youngstown State University Board of Trustees Resolution YR 1981-1 the President of the University authorized the continuation of benefits for specified University employees in the classified Civil Service through July 10, 1980; and

YR 1981-7

"WHEREAS, a tentative Agreement between the University and the OCSEA and the University chapter of the OCSEA was reached on July 9, 1980; and

"WHEREAS, the President of the University has, with the concurrence of the Personnel Relations Committee authorized the continuation of benefits provided for in the 1978-80 Agreement since July 10, 1980, and recommends ratification of the tentative Agreement covering the period 1980-83, included herewith as Exhibit D, contingent upon said Agreement being ratified by members of the University chapter of OCSEA no later than September 1, 1980;

"NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Youngstown State University that the President's action in continuing the extension of employee benefits since July 10, 1980 be and is hereby ratified; and

"BE IT FURTHER RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the tentative 1980-83 Agreement with the OCSEA and the University chapter of the OCSEA, and does hereby authorize the President to execute and deliver copies of said Agreement providing said Agreement is ratified and approved by members of the University chapter of the OCSEA on or before September 1, 1980; and

"BE IT FURTHER RESOLVED, that in the event the tentative agreement has not been ratified by the members of the University's chapter of the Ohio Civil Service Employees Association by September 1, 1980, the President is authorized and directed at that time to

implement appropriate personnel policies, rules and regulations with respect to the working conditions of the University's classified civil service employees not otherwise covered by statute or state regulation; and

"BE IT FURTHER RESOLVED, that in such event the President be and is hereby directed to present said personnel policies to the Board of Trustees for appropriate action at the next regular meeting."

The Motion was seconded by Mr. Shutrump. After each Trustee present had voted in favor of the Motion, none voting against, the Chairman declared the Motion carried.

2. Building and Property Committee.

Resolution to Authorize Purchase of Steam from Youngstown Thermal Corporation.

It was reported that the Building and Property Committee had met on August 20, 1980 to review the status of pending negotiations with Youngstown Thermal Corporation, that representatives of Youngstown Thermal Corporation had been present to answer questions concerning its arrangements to purchase the North Avenue steam plant from Ohio Edison Company and to furnish steam to the University and that the Committee had acted to recommend that the President be authorized to sign the proposed agreement, it being understood that Youngstown Thermal Corporation must first be approved as a public utility by the Public Utilities Commission of Ohio.

Dr. Fok, Chairman of the Committee, then read and moved for adoption, the following resolution:

"WHEREAS, both the Staff and the Building and Property Committee of the Board of Trustees have reviewed the Agreement negotiated with Youngstown Thermal Corporation and do recommend its approval. YR 1981-8

"NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Youngstown State University that the President be and is hereby authorized to sign said Agreement for the purchase of steam from Youngstown Thermal Corporation."

The Motion was seconded by Mr. Lyden, and after all Trustees present had voted in favor of the Motion (no votes against), the Chairman declared the Motion carried.

3. Budget and Finance Committee.

Mrs. Isroff, Chairman of the Committee stated that the Committee had determined to recommend the adoption of four resolutions by the Board of Trustees.

A. Resolution Concerning Unbudgeted Insurance Expense.

Mrs. Isroff read, and moved for adoption, the following resolution:

"WHEREAS, ORC 3345.20 provides that a Board of Trustees of a State University may purchase liability insurance for student teachers and supervisors of student teachers concerning accidents occurring in the course of performance of duties while assigned to a school; and YR 1981-9

"WHEREAS, such insurance premium was not budgeted for 1980-81 due to its previous unavailability; and

"WHEREAS, an appropriate policy has now been secured.

"NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees does hereby authorize the transfer of \$3,235 from the unallocated reserve to the general insurance account, fund one, to pay the premium for 1980-81 for 365 classroom student teachers, 50 physical education student teachers, and 30 qualified faculty members."

After the Motion had been seconded by Mr. Shutrump and had received the affirmative vote of each Trustee present, the Chairman declared the Motion carried.

B. Resolution to Amend the 1980-81 Campus Development Budget.

Mrs. Isroff then read, and moved for adoption, the following resolution:

"WHEREAS, the 1980-81 Budget includes position control as to number of positions and total annual salaries; and YR 1981-10

"WHEREAS, the salary budget provides for three professional administrative positions and three classified positions; and

"WHEREAS, two professional administrative positions are currently vacant; and

"WHEREAS, it is recommended that the distribution of duties and position titles be modified for said vacant positions and a third vacant position transferred from Physical Plant to the Campus Development Budget; and

"WHEREAS, said amendments to titles and beginning salaries will result in reduced expenditures of \$12,358 per year and do not increase the total number of FTE employees.

"NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby authorize and approve the amendment to the Campus Development Budget as set forth in Exhibit E attached hereto."

The Motion was seconded by Mr. Lyden and after it had received the affirmative vote of each Trustee present, the Chairman declared the Motion carried.

C. Resolution to Amend 1980-81 Budget for Intercollegiate Athletic Department Personnel.

Mrs. Isroff next read, and moved for adoption, the following resolution:

"WHEREAS, the 1980-81 Annual Budget includes position control as to number of positions and total salaries; and YR 1981-11

"WHEREAS, the Intercollegiate Athletic Department budget provides for 15 Professional/Administrative positions at a total salary of \$299,920; and

"WHEREAS, the Athletic Director has resigned and an analysis of departmental staffing has led the administration to conclude that the leadership of the department could be best served by combining the Athletic Director's position and the Head Football Coach position thereby making available budgeted monies to create a position of Assistant Athletic Director; by extending the Ticket Manager's position from a nine month to a twelve month contract period; by changing the title Coach, Women's Sports to Head Softball Coach and Assistant Football Coach and extending the contract period from a nine month to a twelve month period; and

"WHEREAS, said amendments to titles, salaries and terms of contracts will result in reduced expenditures of \$5,223 per year and do not increase the number of FTE employees.

"NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees does hereby authorize the adjustment of titles and salaries of the Professional/Administrative positions in the Department of Intercollegiate Athletics as set forth in Exhibit F attached hereto."

The Motion was seconded by Mr. Shutrump and after each Trustee present had voted in the affirmative, the Chairman declared the Motion carried.

D. Resolution to Amend Budgets in Area of Vice-President--Personnel Services 1980-81 FY.

Mrs. Isroff then read, and moved for adoption the following resolution:

"WHEREAS, the 1980-81 Annual Budget includes position control as to number of positions and total salaries; and YR 1981-12

"WHEREAS, the area of the Vice President--Personnel Services in 1980-81 includes eight professional/administrative positions at a total salary cost of \$178,871 and ten classified

Civil Service positions at a total salary cost of \$133,557, for an aggregate salary total of \$312,428; and

"WHEREAS, changes of certain University personnel procedures recently mandated by the Ohio Department of Administrative Services necessitate certain modifications in the assignment of staff responsibilities in the area of the Vice President--Personnel Services; and

"WHEREAS, the President of the University has approved such assignment of responsibilities in the area of the Vice President--Personnel Services, including the abolition of two professional/administrative positions, the addition of one professional/administrative position and two classified Civil Service positions, and the establishment of the Office of Director of Employee Relations (Classified Civil Service) and Safety Officer, at a net increase in total salaries and fringe benefits for the area of \$9,834;

"NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby authorize and approve modifications to the area of Vice President--Personnel Services as set forth in Exhibit G attached hereto.

"BE IT FURTHER RESOLVED, that the Board of Trustees of Youngstown State University authorize a transfer of \$9,834 from the Unallocated Reserve to appropriate accounts in the area of the Vice President--Personnel Services."

The Motion was seconded by Mr. Watson. Dr. Coffelt explained that the resolution was needed because of negotiations with the Y.S.U. chapter of OCSEA and also because two resignations were involved.

After each Trustee present had voted in favor of the Motion, with none against, the Chairman declared the Motion carried.

ITEM X - Communications.

Copies of the following twenty communications had been furnished to each Trustee prior to the meeting:

- Letter of President Coffelt, dated June 27, 1980, to Mr. William Mittler regarding Vindicator Honor Award 1
- Correspondence to Auditor of State of Ohio and Attorney General of Ohio regarding Report of Examination of Youngstown State University from July 1, 1976 to June 30, 1977. 2

Statement for legal services rendered by Board's legal counsel	3
Pending Litigation Report	4
Court of Claims Order, Anne L. Scheetz v. Youngstown State University.	5
Correspondence regarding lease of oil and gas rights.	6
Letter of Chancellor Moulton, dated June 24, 1980, to President Coffelt regarding tour of Y.S.U. campus	7
Executive Order by Governor Rhodes mandating a 3% reduction in State spending for FY 1981	8
Memorandum of Chancellor Moulton, dated August 1, 1980 regarding H.B. No. 204 Provision Regarding Student Residential Facilities.	9
Memorandum of Chancellor Moulton, dated July 14, 1980, regarding Enrollment of Senior Citizens under ORC 3345.27	10
Correspondence regarding changes of Y.S.U. fees and charges effective Fall Quarter, 1980.	11
Correspondence regarding high-speed rail test track in Mahoning County	12
Statement on the Continuing Education Unit.	13
Letter from National Council for Accreditation of Teacher Education regarding reaccreditation	14
Memorandum regarding Direct Student Loan Default Rate	15
Letter of President Coffelt, dated August 6, 1980, to Mr. Winfield Scott, Jr., Youngstown Thermal Corporation, regarding Standard Agreement for Steam Service and Conditions of Service	16
Letter regarding partial payment of a pledge to the All-Sports Complex	17
Letter of President Coffelt, dated August 1, 1980, to Mr. William Gemma regarding recommendation not to accept parcel of property	18
Letter from National Collegiate Athletic Association regarding Y.S.U.'s request for reclassification	19
Agreement between Y.S.U. and WKBN regarding right to broadcast regularly scheduled football games	20

ITEM XI - Unfinished Business.

It was announced that two students had been appointed to serve as members of the Student Affairs Committee of the Board of Trustees of the University, they being Mary Jane Klempay and Victor H. Lawrence.

Resolution Authorizing Legal Action for Recovery of Accounts Receivable.

After a Motion, which was made by Mrs. Isroff and seconded by Mr. Mittler had received the affirmative vote of each Trustee present, the Chairman declared the following resolution duly adopted:

"WHEREAS, the Eastern Ohio Forensic Laboratory was closed in October, 1978; and YR 1981-13

"WHEREAS, EDATA has failed to respond to repeated efforts of the University to collect the \$20,860.40 deficit remaining at the time the Laboratory was closed; and

"WHEREAS, there is reason to believe that at least a part of the \$20,860.40 EDATA owes Youngstown State University has been received by EDATA from the State of Ohio and has not been forwarded to the University.

"NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby authorize the Attorney General of the State of Ohio to sue EDATA for recovery of the \$20,860.40 due and owing Youngstown State University for services rendered by the Eastern Ohio Forensic Laboratory prior to October, 1978."

ITEM XII - Time and Place of Next Regular Meeting.

There being no further business, on Motion made by Mr. Watson, seconded by Mr. Mittler, which was carried by the affirmative vote of each Trustee present, the Chairman declared the following resolution adopted:

"RESOLVED that the next regular meeting of the Board of Trustees of Youngstown State University be held in the Board Room in Tod Administration Building on Saturday, November 8, 1980, at 9:00 a.m." YR 1981-14

The meeting was duly adjourned at 12:55 p.m.

ATTEST:


Secretary to the Board of Trustees


CHAIRMAN

YOUNGSTOWN STATE UNIVERSITY
RESOLUTION FOR NEW APPOINTMENTS AND PROMOTIONS
AS OF August 23, 1980

NAME

TITLE

DEPARTMENT

DATE OF EMPL.

ANNUAL SALARY CONTRACT MONTHS

COMMENTS

am D.1.

YOUNGSTOWN STATE UNIVERSITY
RESOLUTION FOR NEW APPOINTMENTS AND PROMOTIONS
AS OF August 23, 1980

NAME

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COMMENTS

m D.1.

YOUNGSTOWN STATE UNIVERSITY
 RESOLUTION ACCEPTING GIFTS
 as of June 21, 1980

<u>DONOR</u>	<u>AMOUNT (AND/OR DESCRIPTION)</u>	<u>RESTRICTIONS OR PURPOSE OF GIFT</u>
Northeastern Mutual Life Insurance Co. (Matching Gift)	\$ 425	All-Sports Complex
Charles G. Greenman Anjulie Peffer	100	WYSU
Gretchen G. Mettler	25	WYSU
Mrs. D. W. Smith	8	WYSU
Dr. Donald G. Stitt	10	WYSU
Phillip B. Dennison (Matching Gift)	25	School of Business- Unrestricted
International Business Machines Corporation (Matching Gift)	20	Alumni Association
Anonymous	1,000	Unrestricted
Dow Chemical Company	1,000	School of Engineering, Educational Purposes
Ms. Anna M. Battin	20	Doris I. Dalrymple Honor Award to ensemble member, Dana School of Music
Mr. & Mrs. John Wigle	10	"
Dr. & Mrs. Vern Kagarice	50	"
Mrs. Sheila Routh	5	"
Mr. Peter A. Baldino, Jr.	100	"
Mr. & Mrs. Robert Leiendecker	100	"
Ms. Sarah T. Millett	15	"
Mr. & Mrs. David Wright	10	"

<u>DONOR</u>	<u>AMOUNT (AND/OR DESCRIPTION)</u>	<u>RESTRICTIONS OR PURPOSE OF GIFT</u>
Mr. & Mrs. William Howell	\$ 10	Doris I. Dalrymple Honor Award to ensemble member, Dana School of Music
Ms. Rosemarie A. Kascher	25	"
Mr. & Mrs. Donald W. Byo	35	"
Christenson, Barclay & Shaw, Inc.	25	"

Proposed Amendment to Article VI
of the Policies of the
Board of Trustees of Youngstown State University

SECTION 5. THE OFFICE OF CONTINUING EDUCATION MAY AWARD THE CONTINUING EDUCATION UNIT (CEU) FOR THOSE NON-CREDIT COURSES, WORKSHOPS, SEMINARS AND CONFERENCES APPROVED IN ACCORDANCE WITH THE ACADEMIC POLICY RECOMMENDED BY THE ACADEMIC SENATE AND APPROVED BY THE PRESIDENT. PROCEDURES FOR PARTICIPATION, FOR MAINTAINING RECORDS AND REPORTING SYSTEMS, AND FOR AWARDING AND GRANTING THE CEU SHALL BE DEVELOPED AND ADMINISTERED BY THE PRESIDENT OR HIS DESIGNATE. NO DEGREE OR DIPLOMA SHALL BE AWARDED ON THE BASIS OF CONTINUING EDUCATION UNITS, NOR SHALL SUCH UNITS BE CREDITED TOWARD ANY UNDERGRADUATE DEGREE.

TENTATIVE AGREEMENT

between

YOUNGSTOWN STATE UNIVERSITY

and

THE OHIO CIVIL SERVICE EMPLOYEES ASSOCIATION

and

THE YOUNGSTOWN STATE UNIVERSITY CHAPTER

of

THE OHIO CIVIL SERVICE EMPLOYEES ASSOCIATION

1980-1983

EXHIBIT ~~10~~ 11

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ERRORS IN EXHIBIT D, AGENDA ITEM J.1.a, BOARD OF TRUSTEES MEETING
OF AUGUST 23, 1980 (Tentative Agreement with YSU-OCSEA).

REF: ERROR:

p. 3, "office" should be "offices"
l. 6

p. 5 insert colon (:) after "5" in "Article 5"

p. 6, insert "scheduled" before "working hours"
l. 17
of 6.1

p. 18, "orgainzational" should be "organizational"
l. 4
of 10.4.C

p. 19, "absense" should be "absence"
l. 2 of
10.5.D

p. 21, insert comma (,) after "University"
l. 3 of
12

p. 34, insert "calendar" before "year"
l. 10 of
17.2

p. 41, delete second "in"
l. 3 of
23.3

p. 43, insert "and" before "the"
l. 10 of
27.1

p. 46, "18.8" should be "28.8"
l. 21 of
the page

TA: August 23, 1980

Article 1: "AGREEMENT"

1.1 This is an Agreement between Youngstown State University (hereinafter the University) and the classified Civil Service Employees of the University designated in Article 3 ("SCOPE OF UNIT"), as represented by the Ohio Civil Service Employees Association and the University chapter of the Ohio Civil Service Employees' Association (both hereinafter the Union). 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. 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.

1.2 The parties affirm their mutual belief in and acceptance of good faith collective bargaining as a means of pursuing their mutual goals of providing quality education in a public University, and providing such education on an uninterrupted basis. The parties affirm their belief in good faith collective bargaining as a process by which legitimate expression is given to employee concerns, as represented by the employee bargaining agent.

Article 2: "RECOGNITION"

2.1 The University hereby recognizes the Union as the sole and exclusive bargaining agent for the members of the bargaining unit defined within Article 3 of this Agreement. "Sole and exclusive recognition" means that the University will not deal with any other organization or with any other individual, in a manner or for a purpose inconsistent with the terms of this Agreement. "Sole and exclusive recognition" means further that the parties

commit themselves to cooperation with each other in the execution of the terms of this Agreement.

Article 3: "SCOPE OF UNIT"

3.1 The bargaining unit shall include all regularly appointed Classified Civil Service Employees whose appointments have been processed on the University's "Appointment Form," providing the appointment meets the following criteria:

- a) the appointment is not "student," "temporary," "part-time," or "intermittent;" and
- b) the appointment is not to a "supervisory," "confidential," or "managerial" position according to the N.L.R.A. and N.L.R.B.'s definition.*

A confidential employee is one who assists and acts in a confidential capacity to persons who formulate, determine, and effectuate management policies in the field of labor relations.

Employees may be designated as managerial only if they are persons (a) who formulate policy, or (b) who may reasonably be required on behalf of the public employer to assist directly with preparations for and conduct of collective negotiations or who

*The term "supervisor" means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

have a major role in the administration of agreements, provided that such role is not of a routine or clerical nature and requires the exercise of independent judgment.

Classified Civil Service Employees who work in the office of the Vice President--Personnel Services, Academic Vice President, Executive Vice President, the Classified Personnel Office, the Legal Services Office, the Office of Budget and Institutional Studies, and the President's Office will be excluded from the bargaining unit because of "confidential employee" status.

3.2 University students receiving hourly pay as student assistants through the Financial Aids Office are excluded from the bargaining unit.

3.3 Excluded from the bargaining unit shall be all regular faculty members, all professional and unclassified administrative staff, all Classified Civil Service Employees as per section 3.1 above, all personnel in the Office of Campus Security, and all limited-service faculty.

3.4 The parties acknowledge that the bargaining unit, as defined by the provisions of this Article, includes certain working supervisors. The parties agree that these employees may not assign work schedules, discipline employees, adjust grievances, recommend hiring or separation of employees as part of their duties.

3.5 In the event of any dispute regarding whether a specific employee of the University is or is not a member of the bargaining unit, the parties agree that the definitive documentation shall consist of the employee's possession of a properly executed and current University "Appointment Form" appointing him or her to a classified position at the University which falls within the bargaining unit as defined by

the provisions of this Article.

3.6 The parties agree to meet and confer regarding the bargaining unit status of any classified employee who, during the term of this Agreement, is appointed to a Civil Service classification or position not in use or in existence at the University at the time this Agreement was ratified. The parties agree further to meet and confer regarding any situation involving a classified employee whose position becomes subject to exclusion from the bargaining unit because of a modification of duties, a change of classification, or assignment to another office.

3.7 Appendix A to this Agreement lists by position classification and department or work area those positions within the University's classified Civil Service work force which are excluded from the bargaining unit as supervisory and/or managerial.

Article 4: "RETAINED RIGHTS"

4.1 Except as specifically, or by necessary implication, abridged, modified, or clarified by the terms of this Agreement, the Board of Trustees and the Administration retain all the rights necessary to conduct the affairs and operations of the University. These rights include, but are not necessarily limited to, the right to determine the number of personnel needed in any category; to hire, transfer, and assign personnel; to suspend or terminate personnel (consistent with procedures of due process set forth herein); to acquire, operate, and maintain facilities and equipment; to assign and manage financial resources; to determine policy; and in general to do all things appropriate and incidental to the grant of authority under Ohio Revised Code (Chapter 3345; also Secs. 3356.01-3356.06; also pertinent appropriation statutes).

4.2 The provisions of Article 4.1 do not prohibit the filing of a grievance by a bargaining unit member under the provisions of Article 9 ("GRIEVANCE PROCEDURE").

Article 5: "UNION RIGHTS"

5.1 In addition to other rights and privileges accorded to the Union elsewhere in this Agreement, the Union shall have the rights specified below.

5.2 Duly authorized representatives of the Union shall have access to the University premises for the purpose of transacting official Union business consistent with the Agreement provided this shall not interfere with or disrupt the normal conduct of University affairs.

5.3 The Union shall be permitted reasonable use of University rooms for meetings on the same basis as other employee groups (e.g.: the YSU Chapter of the OEA).

5.4 The Union shall be permitted reasonable use of University bulletin boards, mailboxes, and University mail service for communication with members of the bargaining unit.

5.5 Copies of this Agreement shall be printed at the University's expense and distributed to all members of the bargaining unit and successful candidates for employment. The University shall provide the Union with 100 copies of the Agreement free of charge. The Union may purchase additional copies at the University's cost of production, not to exceed 30 cents per copy.

5.6 The Union shall have the right to utilize Central Services for the duplication of printed matter on the same basis as other employee organizations provided that the University is paid for such duplication.

5.7 Within forty-five (45) days following ratification of this Agreement, the University will offer a written contract to permit the Union to lease office space from the University for the duration of this Agreement at an annual rental rate to be determined by the University, but not to exceed twelve dollars (\$12.00) per square foot. The contract will address matters such as furniture, access, cleaning, etc. Should the Union accept the opportunity to rent the office, it agrees that the office will not be utilized by any employee at a time when he or she is scheduled to be performing University work. The Union will respond to such offer within thirty (30) days.

Article 6: "UNIVERSITY/UNION RELATIONS
AND RESPONSIBILITIES"

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

6.2 Representatives of the University and the Union shall meet regularly at mutually convenient times to discuss informally matters of mutual concern.

Either party may formally request that a specific topic be discussed, providing the request is made in writing a minimum of five (5) working days prior to the scheduled meeting. There shall be no obligation on the part of the University or the Union to renegotiate or reopen any provisions of this Agreement during any meeting with representatives of the other party.

6.3 The University shall recognize ten (10) Union stewards designated by the Union. Stewards shall be authorized to investigate grievances and to represent employees in grievance adjustments, as provided by Article 9 ("GRIEVANCE PROCEDURE"). The Union shall inform the University in writing of those employees designated as stewards prior to the University's recognition of those persons as stewards. The Union will notify the University promptly of changes in the list of stewards.

6.4 Union stewards recognized in Article 6.3 shall be permitted up to six (6) steward-hours each week to investigate grievances during the paid working hours of the stewards. The six (6) hours shall apply to all recognized stewards, that is, one (1) steward at six (6) hours, or two (2) stewards at three (3) hours, etc. The steward-hours, if unused in a given week(s), may accumulate to a maximum of twenty-four (24). The Union agrees that this time will be devoted exclusively to a good faith effort to resolve labor-management problems arising from the provisions of this Agreement, and will not be abused. Advance permission must be granted by the steward's supervisor and by the chief steward or union president prior to investigation of a grievance during paid hours. If a steward leaves his or her work area to investigate a grievance in another work area, the steward will also secure the permission of the supervisor in the grievant's work area before talking to the grievant. The University agrees that permission to investigate a grievance will not be denied unreasonably. No individual steward may devote more than six (6) hours of paid time to grievance investigation during a given week without the permission of the University.

6.5 The University agrees to provide the Union copies of such written work rules as are promulgated in the University and its separate departments and work units; however, it is clearly understood by the parties that many situations are not at this time and never will be described in such written work rules.

6.6 A leave of up to five days each shall be granted to no more than four duly elected delegates of the Youngstown State University chapter of the Union to attend the Union's conventions, once each two years. A minimum of thirty days written notice shall be provided to the University prior to taking such leave. Leave for this purpose shall be unpaid leave. Leave shall not be granted to more than one bargaining unit member from any one work area at one time.

Article 7: "EMPLOYEE DISCIPLINE"

7.1 Each member of the bargaining unit shall continue to serve during good behavior and efficient service, and no employee shall be removed, reduced in pay or position, or suspended, except for Layoff (Article 16) or for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of such sections or the rules of the director of administrative services or any other failure of good behavior, or any other acts of misfeasance, malfeasance, or nonfeasance.

7.2 The reduction, suspension, or removal of an employee shall be made for one or more of the statutory reasons enumerated in Section 124.34, Ohio Revised Code (see 7.1 above).

7.3 In any case of reduction, removal, or suspension for three (3) or less working days, the appointing authority shall furnish such employee with a copy of the order of reduction, suspension, or removal, which order shall state the reasons therefor.

Upon receipt of an order of reduction, removal, or suspension for three (3) or less working days, an employee may file a grievance under the provisions of Article 9 ("GRIEVANCE PROCEDURE"). However, a grievance filed by a probationary employee regarding removal, reduction, or suspension, may not be grieved beyond Step 3 of the Grievance Procedure.

7.4 In any case of reduction, suspension of more than three (3) working days, or removal, the appointing authority shall promptly furnish such employee with a copy of the order of reduction, suspension, or removal, which order shall state the reasons therefor. Such order shall be filed with the Director of Administrative Services and State Personnel Board of Review, or the commission, as may be appropriate. (O.R.C. 124.34).

Upon receipt of an order of reduction, suspension of more than three (3) working days, or removal, the affected employee may;

- 1) file a grievance under the provisions of Article 9 ("GRIEVANCE PROCEDURE");
or
- 2) file a timely appeal with the State Personnel Board of Review or the commission as provided in O.R.C. 124.34.

A probationary employee serving the second half of his or her probationary period may not file such an appeal to the State Personnel Board of Review; a grievance filed by a probationary employee regarding reduction, removal, or suspension may not be processed beyond Step 3 of the Grievance Procedure.

In cases of removal or reduction in pay for disciplinary reasons, either the appointing authority or the officer or employee may appeal from the decision of the State Personnel Board of Review or the commission to the Court of Common Pleas of the county in which the employee resides in accordance with the procedure provided by Section 119.12 and 124.34 of the Revised Code.

7.5 In situations involving suspension for more than three (3) days, or removal, the Vice President--Personnel Services or his designee may meet with the employee to discuss the reasons for such suspension or removal prior to issuing the order of suspension or removal. However, the Vice President--Personnel Services shall be under no requirement to meet with the employee prior to issuing the order of suspension or removal. Should the Vice President--Personnel Services offer to meet with the employee prior to issuing the order of suspension or removal, the employee shall have the choice of whether he or she wishes to attend such a meeting, and shall further have the choice of deciding whether or not he or she wishes to have a Union representative present. The parties agree that orders of suspension or removal shall be treated as confidential personnel matters between the University and the employee unless the employee wishes to consult the Union in the matter, in which case it shall be the sole responsibility of the employee involved to communicate with the Union.

7.6 The University agrees that corrective action should normally be progressive in nature, that is, repetitions of causes for disciplinary action should lead to progressive responses of an oral reprimand, a written reprimand, suspension, removal. However, the parties agree that the seriousness of certain offenses justifies severe initial disciplinary action, including removal.

7.7 The parties agree that physical violence and threats of physical violence are unacceptable in any relationship between employees of the University.

7.8 If a department head or supervisor has decided to take disciplinary action against a member of the bargaining unit involving a formal reprimand or a recommendation of suspension or removal, and holds a meeting to discuss the matter with the employee, the employee will have the right to have a representative present. There is no requirement that meetings of this

nature be held. The role of a representative at such a meeting shall be that of a non-adversarial witness. The employee does not have the right to the presence of a representative in meetings involving counseling, performance evaluation, or purposes other than the discussion of disciplinary action.

Article 8: "PERSONNEL FILES"

8.1 The parties agree that the University may establish regulations for the custody, use, and preservation of appropriate records pertaining to employees. An official personnel file shall be maintained in the office of the Director of Classified Personnel for each member of the bargaining unit. Personnel files are maintained in accordance with law, including O.R.C. 1347 (the Ohio Privacy Act).

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

8.3 No employee shall be granted access to references written at the time of initial employment.

8.4 Any employee who has reason to believe that there are inaccuracies in materials contained in his or her personnel file shall have the right to submit a memorandum to the Director of Classified Personnel requesting that the documents in question be reviewed to determine their appropriateness in the personnel file.

8.5 The University shall promptly review requests received under the provisions of Article 8.4. If the University concludes that the material is inappropriate for retention in the employee's personnel file, the material shall be removed and the employee

so informed. If the University concludes that the material is appropriate for retention in the file, the University shall so inform the employee; in this event the employee shall have the right to submit a written statement noting his/her objections to the material in question, and the Director of Classified Personnel shall attach the employee's statement to the material objected to, and shall include a note in the personnel file indicating that any person reviewing the original material should also review the employee's objections to the material.

8.6 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 employee is simultaneously provided a copy by campus mail.

8.7 Materials related to disciplinary action (see Article 7; "EMPLOYEE DISCIPLINE") shall be removed from the individual's personnel file, upon his/her written request, providing twelve (12) months have transpired since the insertion of the material into the employee's file without intervening occurrences of disciplinary action.

Article 9: "GRIEVANCE PROCEDURE"

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, a member(s) of the bargaining unit may file a grievance¹ in which he/she claims there has been a violation of this Agreement. Nothing in this Article is intended to discourage or prohibit informal discussion of a dispute prior to the filing of a formal grievance.

¹Grievances shall be processed on the form which appears in Appendix C.

9.2 Initiation and Time Limits: A grievance shall normally be filed at Step 1, as provided in Article 9.5 below. However, the parties may mutually agree to initiate a grievance at Step 2 or Step 3. All grievances shall be filed by the grievant no later than twelve (12) days after the grievant's discovery of the grievable matter. (All references to "day" in this Article refer to calendar days.) The time limits specified herein shall prevail unless extended by mutual agreement of the University, the Union, and the grievant. If the grievant fails to appeal a disposition of a grievance within the time limit prescribed, the grievance shall be considered as resolved on the basis of the last disposition by the University representative.

9.3 Hearings on grievances will be attended by the grievant and appropriate representatives of the University and the Union, including witnesses, during working hours without loss of pay to the employees, subject to the provisions of Article 9.4 below. Copies of all grievance forms, grievance disposition forms, and grievance disposition reaction forms, shall be made available to the grievant and appropriate representatives of the University and the Union. Copies of all these documents shall be sent promptly to the chairperson of the Union Grievance Committee. An individual shall have the right at any time to present a grievance to the University, and to have such grievance adjusted without the intervention of the Union or Union representative, as long as the adjustment is consistent with the terms of the Agreement; and, provided further, that the Union has been given the opportunity to have representatives present at such hearings and adjustments.

9.4 Grievance Procedure: Grievances shall be processed as described below unless the University and the Union mutually agree to alter the procedure. Because of differences in administrative organizational units in the University, it may occasionally be unclear who the immediate supervisor or department head is for

purposes of responding to grievances. The parties agree that the University shall be responsible for identifying the grievant's immediate supervisor and department head. The parties further agree that in grievances involving more than one grievant, no more than two (2) grievants shall attend grievance hearings. The parties agree that the University shall schedule grievance hearings no later than thirty (30) minutes prior to the end of the grievant's work shift, and if such hearings extend beyond the end of the normal work schedule of any employee(s), employees present at the grievance hearing shall not be paid for any time spent after the end of the work schedule. A member of the bargaining unit wishing to file a grievance shall first secure a grievance number from the office of the Vice President--Personnel Services or his designee.

9.5 Step 1: Immediate Supervisor: Within twelve (12) days of an event, or an individual's knowledge of an event which the individual wishes to grieve, the individual shall submit a completed Grievance Form to the immediate supervisor with copies to the Union and the University. Within seven (7) days after the receipt of the grievance form the immediate supervisor shall hold a hearing on the grievance at a time which is mutually convenient to the parties. The immediate supervisor will attempt to determine the facts pertaining to the grievance, and notify the grievant on a Grievance Disposition Form of his/her decision within seven (7) days after the hearing. Within seven (7) days after the receipt of the disposition by the immediate supervisor, the grievant may appeal the disposition by completing and distributing a Grievance Disposition Reaction Form.

9.6 Step 2: Department Head: If the department head receives an appeal from Step 1, the department head may either transmit a Grievance Disposition Form to the grievant within seven (7) days after receipt of the appeal, or hold a hearing within seven (7) days after the receipt of the appeal at a time which is mutually convenient to the parties. If the department

head holds a hearing, the department head shall file a disposition with the grievant within seven (7) days after the hearing. In those cases where a grievance originates at the department head's level, the department head shall hold a hearing. Within seven (7) days after the receipt of the disposition by the department head, the grievant may appeal the disposition by completing and distributing a Grievance Disposition Reaction Form.

9.7 Step 3: Vice President--Personnel Services:

Within seven (7) days after the receipt of an appeal or an original grievance, the Vice President--Personnel Services or the Vice President's designee may either transmit a Grievance Disposition Form to the grievant within seven (7) days after receipt of the appeal, or hold a hearing within seven (7) days after the receipt of the appeal at a time which is mutually convenient to the parties. If a Step 3 hearing is held, the Vice President--Personnel Services shall notify the grievant of his/her decision by transmitting a Grievance Disposition Form to the grievant, within seven (7) days after the hearing. Within seven (7) days after the receipt of the disposition, the grievant may appeal to arbitration, providing the Union supports the appeal. The grievant will indicate his/her intention to appeal by completing and distributing a Grievance Disposition Reaction Form. Within thirty (30) days after the receipt of the appeal to arbitration, the Union will notify the University whether it supports the appeal.

9.8 Step 4: Arbitration: If the Union supports the appeal to arbitration, representatives of the University and the Union shall meet to select an arbitrator. If the parties cannot agree upon an arbitrator they shall request the Federal Mediation and Conciliation Service or the American Arbitration Association to supply them with a list of names from which they shall select an arbitrator. If there is a doubt as to the arbitrability of a grievance, the parties shall request the arbitrator to rule on the arbitrability of the grievance. If the arbitrator

rules that the grievance is arbitrable, he/she shall then proceed to conduct a hearing on the merits of this grievance. The following matters shall not be arbitrable: the removal of a probationary employee, alleged violations of the provisions of Article 19.1 and 19.3 ("NON-DISCRIMINATION"), any action which has been appealed to the State Personnel Board of Review, decisions not to reclassify a position (see Article 20.3), the provisions of Article 14 (see 14.7), and all matters not pertaining to the meaning and intent of this Agreement. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The arbitrator's decision shall not be in conflict with the provisions of the Ohio Revised Code and appropriate state rules and regulations. The arbitrator's decision shall be binding upon the University, the Union, and the grievant. The arbitrator shall render a decision within thirty (30) days after the arbitration hearing. The fees and expenses of the arbitrator shall be borne by the party against who the judgment is made. In the event the arbitrator does not fully grant the petition of either party, the expenses shall be shared equally, except as specified below:

- a) Cost related to the appearance of witness(es) shall be paid by the party which calls the witnesses.
- b) The costs of any transcripts of the proceedings shall be borne by the party requesting them. If the arbitrator requests a transcript, the cost shall be considered part of his or her expense.
- c) Rental charges, fees for audio-visual aids and other incidental expenses shall be borne by the party incurring such.

9.9 Other Cases: The procedures of the Article shall be available to settle questions raised by the University or the Union concerning the meaning or appli-

cation of the terms of this Agreement. If such questions arise, the University or the Union may file a statement thereof with the other party with appeal to arbitration according to the time limits and other restrictions specified in this Article.

Article 10: "WORK SCHEDULES"

10.1.A Each member of the bargaining unit shall be scheduled to work eight (8) hours a day and forty (40) hours each week except in situations in which the University has prior to the ratification of this Agreement determined that another schedule of forty (40) hours weekly is required by operational needs. If subsequent situations arise necessitating other forty (40) hour weekly schedules, as required by operational needs, the University will meet and confer with the Union prior to the establishment of such schedules. The parties recognize that it is desirable that the days of work be scheduled consecutively, Monday through Friday, to the extent practicable.

10.1.B The week is defined as the 168 hours beginning at 12.01 a.m. on Sunday and ending at midnight the following Saturday.

10.2 Each member of the bargaining unit shall have a scheduled, unpaid lunch period of thirty (30) minutes or one hour approximately in the middle of his or her daily shift, except for those employees who work continuous shifts, for example, Central Utility Plant. Employees who receive an one-hour lunch period and who work in areas which must be staffed continually through the entire work period may be assigned to "staggered" lunch periods in order to provide continued staffing in the department or work area; in these situations, the department head shall consult the employees involved prior to establishing lunch schedules.

10.3 Changes in employees' normal work schedules shall

be posted in writing on a bulletin board in the department or work unit a minimum of ten (10) days prior to the effective date of the change, except when earlier notification is mutually agreeable to the employee and the University, and except when changes are necessitated by emergency. The announcement shall specify the duration of the schedule change. Only the President of the University and the Dean of Administrative Services are authorized to declare that an emergency exists.

10.4 There shall be two forms of seniority. One shall be an employee's total service with the University, and the other shall be service within the department.

- A. University wide seniority, shall be applied in determining vacation sign-up.
- B. Departmental seniority by classification shall determine shift worked and area of work within the department.
- C. Service carried from other agencies will apply as defined in Section 124.38 (sick leave) and 121.162 (vacation) of the Ohio Revised Code. The organizational units of the University are specified in the University's annual operating budget.

10.5 The University may reassign employees from one job assignment, work area, or shift to another when the University determines such action is necessary. (The provisions of Article 10.5 shall not apply to situations covered by Article 14.) In making such reassignments, the seniority, by classification of the employees involved, will govern and an employee may reject a reassignment provided he or she is senior, by classification, to another employee in the department who is qualified to perform the necessary work.

An employee's seniority shall terminate if an employee:

- A. Quits or resigns.
- B. Is discharged for cause.
- C. Is laid off for a period of more than twelve (12) consecutive months.
- D. Fails to report to work as scheduled after leave of absence or layoff.

Employee seniority lists shall be maintained by the University and will be furnished to the Union during the months of October and March.

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

10.7 Employees who are late for work shall be docked no more than the time of tardiness. If an employee is occasionally tardy for work for a period of ten (10) minutes or less, the employee may request to make up the worked missed on the day of tardiness during his or her rest break, lunch break, or at the end of his or her shift. Such request will not be unreasonably denied if the make-up is practicable in terms of the operation of the department or work area. It is understood that "occasionally" means no more than once monthly. It is also understood that abuse of this provision shall be grounds for denying all such requests to an individual, and that non-occasional tardiness may be grounds for disciplinary action under the provisions of Article 7 ("EMPLOYEE DISCIPLINE").

10.8 No employee shall work continuously for more than sixteen (16) hours.

10.9 The University recognizes that there may be some departments in which regular operations make

possible flexible work schedules. The University will examine the possibility of permitting department heads to develop with employees mutually acceptable schedules that vary somewhat from the standard schedules in the department. The parties agree that in many departments (e.g., those committed to serving students and the public during standard hours, those serving continuous needs which must be provided) flexible schedules are not feasible. The parties agree further that the provisions of Article 10.9 do not alter the authority of the University to schedule employees.

Article 11: "HOLIDAYS"

11.1 University holidays 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.

11.2 The Board of Trustees of Youngstown State University may authorize the observance on days other than those specified in Article 11.1 above those holidays normally observed on the third Monday in January, the third Monday in February, and the second Monday in October.

11.3 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.

11.4 Election Day shall be observed as a holiday as per the Ohio Revised Code which states:

5.20 Portion of election day a holiday

The first Tuesday after the first Monday in November of each year, between the hours of twelve noon, eastern standard time, and five-thirty p.m., eastern standard time, is a legal holiday.

Employees are free to observe Election Day as a holiday as specified above, but may not be paid for hours during which they are absent. (O.R.C. 124.18, 124.19).

11.5 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 12: "OVERTIME"

Employees who are in active pay status for more than forty (40) scheduled hours during any week, at the direction of the University, shall be paid overtime in accordance with appropriate statutory provisions and rules, or at the discretion of the employee, shall be given compensatory time off at the rate of one-and-one-half hours for each hour of overtime worked. Compensatory time off must be taken at the time mutually convenient to the employee and the University within one hundred eighty (180) calendar days after the overtime was worked. The parties agree that the University retains the authority to determine which employees are qualified to perform specific duties. The University agrees that it will not abuse this authority in order to deny an overtime opportunity to any employee who is properly qualified to perform the work involved.

12A.1 Regular Overtime occurs when the volume of work in a department or work unit justified the assignment of an employee for more than forty (40) hours of work during a given week; overtime of this type does not

involve emergencies, as defined in Article 12B.1 below; overtime of this type normally involves an employee working beyond the regular end of his/her eight-hour daily shift. The employee has the right to accept or reject an overtime assignment of this type.

12A.2 The University shall rotate regular overtime opportunities among qualified full-time employees within a department or a work unit who regularly perform the work to be assigned on an overtime basis. The University agrees to post and maintain overtime rosters, copies of which shall be sent to the President of the Union. Said rosters shall be posted on appropriate bulletin boards in the facilities and will include a list of overtime worked and refused. Overtime shall be offered to the employees within the department or unit who, on the roster, have the fewest aggregate hours--worked, refused, and credited (12A.5)--among those whose job classifications include the work being assigned. An employee who is offered but refuses overtime assignments shall be credited on the roster with the amount of overtime refused.

12A.3 Overtime rosters provided for in Article 12A.2 shall lapse on December 31 of each year and be re-established effective January 1 of the following year.

12A.4 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, refused, and credited (12A.5)--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.

12A.5 Any employee who is absent on voluntary leave without pay, when his or her regular opportunity for overtime occurs, shall be given overtime "absence credit" for purposes of overtime rotation as if he/she she had received and accepted the overtime assignment,

and this absence credit shall be posted. Absence credit shall not be posted when the employee is absent on vacation, compensatory time, sick leave, maternity leave, leave of absence (following exhaustion of sick leave) or other involuntary leave.

12B.1 Emergency Overtime occurs when the University faces an emergency, declared by the President of the University or the Dean of Administrative Services, and it is necessary for employees to respond immediately to the situation. Emergency overtime generally, but not always, requires that the employee be "called in" to perform duties outside his or her normal eight-hour shift. Situations involving emergency overtime include snow removal; floods; major failures of electrical, water, or mechanical systems; the absence of an employee scheduled to work in an area such as the Central Power Plant, when State law or regulations require the presence of that employee or someone of comparable ability; and other situations where in the judgment of the President of the University or the Dean of Administrative Services emergency conditions require the presence of employees on campus. An employee shall be required to work overtime when so assigned under the provisions of Article 12B.1; failure of an employee to report for duty when called in to perform emergency overtime, or failure to remain on the job when instructed that the situation involves emergency overtime, shall be unauthorized absence, and shall be subject to the provisions of Article 7 ("EMPLOYEE DISCIPLINE").

Any employee who does not wish early notification of assignment to Emergency Overtime may so notify his or her department head, and shall not be telephoned for call-in purposes until the decision is final that the employee is to report for Emergency Overtime duty. Disciplinary action will not be taken under the provisions of this article for employees failing to report in for emergency overtime until the Vice President-- Personnel Services or his designee has met with the employee to determine if he/she had a valid reason for failing to report on duty.

12B.2 If in the judgment of the President or the Dean of Administrative Services there are general situations

which by definition would constitute an emergency as defined by Article 12B.1 (for example, a failure of an electrical system, predicted snowfall in excess of a certain accumulation, etc.), the President or the Dean of Administrative Services shall prepare a written directive specifying the situation(s) so designated and shall provide copies of the directive to the Union and to employees in the department(s) or work unit(s) involved. The purpose of this provision is to seek to standardize, where possible, the designation of emergency situations. In any situation which has not been previously designated by a directive, only the President or the Dean of Administrative Services may declare an emergency situation for the purpose of Article 12B.1 of this Agreement.

12B.3 When an employee is called in to work emergency overtime prior to his or her scheduled work-day, the employee shall have the opportunity to work the regularly scheduled eight (8) hours in addition to the work performed during the additional call-in period. If, conversely, the employee wishes to quit work after having worked eight (8) hours from the beginning of the call-in period, and if the University can spare the employee for the remainder of the day, the employee shall have the right to quit work after having worked eight (8) hours.

12B.4 When an employee works during hours outside his or her regularly scheduled work-day and those additional hours do not abut his/her normal work-day, the employee shall be paid for the actual hours worked but in no case for less than four (4) hours at the applicable rate.

12B.5 If an employee works more than ten (10) consecutive hours, he/she will be offered a thirty- (30) minute unpaid meal break between the tenth and twelfth hour of work. Employees called in two (2) or more hours before their normal starting time shall be offered a thirty- (30) minute unpaid meal break during their first four (4) hours of work. Food will be made available in coin-operated

vending machines in one or more locations on campus. If an employee's position does not permit him/her to leave his/her work station, and if he/she cannot be relieved for the meal break provided in this article, he/she shall have the opportunity to have food delivered to his/her work station at his/her expense.

Article 13: "EVALUATIONS"

13.1 All employees shall have their performance rated or evaluated twice during the probationary period. The first performance evaluation shall not be later than the conclusion of the first half of the probationary period. The second evaluation shall be prior to the end of the probationary period.

13.2 Following the probationary performance evaluations, the employee's performance shall be evaluated once during each calendar year or anniversary year.

13.3 The parties agree to the principle that it is the responsibility and the right of the University to formally evaluate the job performance of its employee. The performance evaluation form and procedure shall be that specified by the Ohio Department of Administrative Services and no other; the parties agree however that various work records at the department level are utilized in assembling data which lead to the formal evaluation.

13.4 In order to insure that performance evaluations serve the purpose of informing the employee of the evaluation of his/her performance by his/her supervisor, the employee shall be the last person to sign his/her evaluation. The employee shall be required to sign his/her evaluation, but the signature shall indicate only that the employee has reviewed the evaluation. If the employee disagrees with the evaluation, the employee shall so indicate in the space provided above the signature block.

13.5 At the time of insertion into the employee's personnel file, a copy of the evaluation shall be provided to the employee by campus mail. If the employee disagrees with the evaluation and has so indicated as per section 13.5 above, he/she may submit a memorandum to the Director of Classified Personnel requesting that the performance evaluation in question be reviewed.

13.6 Should the Director of Classified Personnel conclude that the performance evaluation is appropriate as submitted, he/she shall so inform the employee. In this event the employee shall have the right to submit a written statement noting his/her objections to the performance evaluation in question. The Director of Classified Personnel shall attach the employee's statement to the performance evaluation that is objected to, and shall include a note in the personnel file indicating that any person reviewing the evaluation should also review the employee's objections to the evaluation.

Article: 14: "VACANCIES, TRANSFERS, AND PROMOTIONS"

14.1 In accord with applicable State law and rules and regulations of the Department of Administrative Services, it is the policy of the University to provide its Classified Employees an opportunity to be promoted and/or laterally transferred. Therefore, when vacancies are to be filled in bargaining unit Civil Service positions by a means other than through open competitive examination (through an eligibility list or preferred list) or other procedures specified in O.R.C. 124, the vacant position(s) will be filled by posting a public notice that the vacant position(s) are to be filled. The University shall determine in each case whether vacancies are to be posted only within the University or distributed to the general public as well as being posted internally.

14.2 The posting described in section 14.1 will specify the period during which interested and qualified

employees may apply, which period shall be no less than five (5) working days from the day of posting. The posting shall also specify the position's title, the department or work unit where the position is assigned, the initial hourly and yearly base rate of pay, the minimum qualifications for the position, the classification specifications and the date and deadline for applying for the position.

14.3 Any individual who meets the posted minimum qualifications may apply for any posted classified position by submitting a written statement of interest to the Director of Classified Personnel. The University shall not accept applications submitted after the posted deadline. The right to apply for a vacant position extends to employees who have the same or higher classification and/or pay range.

14.4 Copies of all job postings shall be sent to the Union. The University's Director of Classified Personnel or designated representative will see that all job postings are posted on appropriate bulletin boards in a timely fashion as provided in section 14.2. All postings will be time-dated.

14.5 In positions filled through job postings, the University will give consideration to qualified employees of the University before considering candidates from off-campus. In the review of qualified employees applying for vacant positions which have been posted, the University will consider the applicant's education, related work experience, performance evaluations, length of University service in a position or positions related to the position for which he or she is applying and other factors deemed significant to the position. In the filling of all vacant positions, the seniority of the employee-applicant will be given the consideration specified in state law and applicable regulations.

14.6 In compliance with the University's Affirmative Action policy, job categories and departments will be

reviewed. Where there are relatively few or no minority group members or women employed, the University may take remedial action to correct the underutilization. Such steps may include special consideration of minority applicants from off-campus. The provisions of Article 14 are intended to be in compliance with all applicable federal and state laws.

14.7 Any provision of this Article which is subsequently found by the Ohio Department of Administrative Services to be contrary to the provisions of O.R.C. 124 shall be deemed null and void under the provisions of Article 26 ("SEPARABILITY"). Further, the parties acknowledge that under the provisions of O.R.C. 124, the Department of Administrative Services is authorized and required to monitor the University's compliance with the provisions of O.R.C. 124; therefore the provisions of Article 14 shall not be subject to Step 4 (Arbitration) in the Grievance Procedure established in Article 9.

14.8 No employee shall be deemed eligible for promotion who has not satisfactorily completed the required probationary period as provided in Ohio Revised Code Section 124.27.

14.9 An employee promoted into a vacant position shall serve a new probationary period as provided for by Ohio Revised Code Section 124.27.

14.10 During the period while the posting and selection process is being administered, the University may temporarily assign employees to such vacancies to fulfill operational requirements as per Ohio Revised Code 124.181 which states:

- (J) Whenever an employee is assigned to work in a higher level position for a continuous period of more than two (2) weeks but no more than ten (10) weeks in any one-year period because of temporary absence or vacancy, his

pay may be established at the minimum base rate for the higher position or to a rate that is at least five per cent above his/her current base rate for the period the employee occupies the position. Employees paid under this provision continue to receive any of the pay supplements due them under provisions of this section based on the step one base rate for their normal classification.

14.11 In cases where, due to program changes of the University, there is a need for the abolition of an employee's job, the University will make a good faith effort to relocate an/or reassign the employee so affected so that the employee will not experience a reduction in earnings. The parties agree that the University retains the right to transfer an employee into a vacant position in another work area or department, when it is deemed that such transfer is in the best interests of the University.

14.12 Any University employee shall be allowed necessary time off, with pay, to take any tests that are required by the University for his/her present job or for possible future promotion within the University.

14.13 The University reserves the total and explicit authority to determine when a vacant position exists; to determine whether the vacant position is to be continued, abolished, or transferred to another department or work unit within the University; and to determine the classification of any vacant position.

14.14 Employees who resign shall submit a signed notice of resignation to the Director of Classified Personnel at least two (2) weeks prior to the effective date of resignation. Employees will make a reasonable effort to provide the University an earlier notice of intent to resign whenever possible.

Article 15; "LEAVES"

15.1 Sick leave is the authorized absence of an employee with pay because of personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and because of illness, injury, or death in the employee's immediate family. (O.R.C. 124.38). The immediate family consists of grandparent, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis).

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

15.3 Sick leave may be used during any period of time during which the employee is scheduled to work for the University. Employees shall report all uses of sick leave on the APPLICATION FOR USE OF SICK LEAVE form within three (3) working days following the individual's return to work; sick leave shall be reported also on the employee's bi-weekly pay card. Failure to report sick leave may result in disapproval of the sick leave.

15.4 When an employee learns that he/she must use sick leave, the employee shall promptly notify the University, indicating to the department head the cause and probable duration of the sick leave. When an employee's duties must be continuously performed in a department which operates twenty-four (24) hours a day, seven (7) days a week, notification shall be made two (2) hours before the employee is scheduled to begin work. In other departments, notification shall be within thirty (30) minutes following the time the employee is scheduled to report for work.

15.5 When an employee uses sick leave to visit a

doctor or a dentist, he/she shall provide written verification of the visit. The employee shall, whenever possible, inform the department head two (2) weeks in advance of such scheduled visits.

15.6 When an employee requests sick leave to care for a member of the immediate family, the University may require a physician's certificate that the presence of the employee is required to care for the ill person. The lack of such a certificate shall be grounds for denying use of sick leave.

15.7 If an employee on sick leave requires medical attention, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave.

15.8 Falsification of either a written, signed statement (APPLICATION FOR USE OF SICK LEAVE) or a physician's certificate shall be grounds for disciplinary action, including dismissal.

15.9 The University may require an employee to undergo an examination, conducted by a licensed physician designated by the University, to determine the employee's physical or mental capabilities to continue to perform the duties of the position which the employee holds. The University shall pay the cost of such examinations. If the employee's personal physician differs with the University's designated physician, the opinion of the employee's personal physician shall be given due professional consideration.

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

15.11 Leave Without Pay: An employee may be granted Leave Without Pay in situations involving: a) approved leave to pursue formal education or other training and, b) leave resulting from personal illness, when accrued sick leave has been exhausted. These categories are described in sections 15.12 and 15.13 below.

15.12 With the approval of the appointing authority, a leave of absence without pay may be granted to an employee in the classified service. Such leave may be granted for a maximum duration of six (6) months for any personal reasons of the employee. Leave may be granted for a maximum period of two (2) years for purposes of education, training or specialized experience which would be of benefit to the University by improved performance of the employee at any level. Upon completion of such a leave of absence, the employee shall be returned to the position which he/she formerly occupied, or to a similar position if his/her former position no longer exists. The employee may be returned to active pay status prior to the originally scheduled expiration of the leave, if such earlier return is agreed to by both the employee and the appointing authority. If it is found that leave is not actually being used for the purpose for which it was granted, the appointing authority may cancel the leave and direct the employee to return to work by giving written notice to the employee. Military leave of absence shall be granted to an employee under the provision of the Ohio Revised Code in effect at the time. Following military leave of absence the employee shall be returned to his/her position regardless of his/her Civil Service status, and may not be removed, except for cause, for a period of one (1) year.

15.13 A non-probationary employee who becomes ill or who is injured and who exhausts his/her accrued sick leave may be granted Leave Without Pay for a period not to exceed six (6) months following exhaustion of sick leave. (In cases of pregnancy, such leave shall be available at or prior to the exhaustion of Sick Leave.) Extensions of Leave Without Pay will be granted wherever possible and feasible.

Employees in this situation shall be entitled to all earned benefits under Public Employees Retirement System, Social Security, Workmen's Compensation, Etc. An employee who returns to the University following a leave of this nature shall return to his or her previous position or to a comparable one in another department or work unit.

15.14 Other: The University and the Union agree that any employee shall also have the right to request Leave Without Pay for periods of up to two (2) weeks for reasons not specified by the provisions of this Article. Serious consideration will be given to such requests.

15.15 The University acknowledges the desire on the part of the Union to negotiate with regard to personal days for members of the bargaining unit. The University agrees that upon the passage of enabling legislation making it possible for the University to grant personal days to employees permitting them to be paid for days on which services are not performed (other than vacation, holidays, and sick-leave) the University will meet with the Union to discuss the question of personal days. There shall be no requirement on the part of either party to reopen or discuss any other matter at that time.

Article 16: "LAYOFF AND RECALL"

All layoff and recall procedures utilized by the University will be in accordance with Ohio Revised Code and with the Rules and Regulations of the Department of Administrative Services.

Article 17: "VACATIONS"

17.1 Employees shall earn vacation in accordance with applicable state laws and regulations. Employees shall take vacation at times mutually convenient to the employee

and to the University.

17.2 Each department head shall establish a system whereby the employee(s) in the department shall have the opportunity each year to indicate the times they wish to be on vacation. The system shall provide that the employee with greatest University seniority in a given job category in the department shall have first choice of vacation time, the employee with second greatest seniority shall have second choice, etc. The deadline for vacation sign-up shall be November 15 for vacations to be scheduled the following ~~year.~~ *calendar*. An employee who fails to indicate a vacation schedule when his/her turn, based on seniority, comes up, shall be granted vacation at a time acceptable to the University. Vacation schedules may subsequently be changed when mutually agreed to by the employee and the department head.

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

17.4 The University shall make every reasonable effort to notify an employee who is approaching the maximum permitted amount of accrued vacation. Notification shall be provided in writing by the Payroll or Personnel Office to the employee.

17.5 Employees going on vacation should submit a signed "Request for Leave" form two (2) weeks prior to the beginning of the vacation period.

17.6 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 vice president or dean in his/her area.

17.7 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 thirty (30) days prior to the effective date of the vacation. Advance vacation pay shall be available to an employee for a minimum period of one week of vacation and only once 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.

Article 18: "HEALTH AND SAFETY"

18.1 The parties agree that it is the goal of the University and the Union that the University be a place in which the employee enjoys safe and healthful working conditions. The parties agree that it is the responsibility of each employee to observe good safety practices and to report to his or her supervisor any conditions or situations which appear to reflect unsafe or unhealthful conditions. (See O.R.C. 4101.11-13).

18.2 The University will designate a University Safety Officer(s) to fulfill the duties specified in this article.

18.3 Within forty (40) days following ratification of this Agreement, the University Safety Committee shall be convened. The University Safety Committee shall include four (4) members of the bargaining unit designated by the President of the Union and four (4) members designated by the President of the University. The eight (8) members shall designate a ninth to serve as chairperson. The University Safety Officer shall be an ex officio non-voting member, and shall report to the Committee regularly. The Committee shall be advisory to the Vice President--Personnel Services,

and shall forward recommendations on policy matters pertaining to health and safety on campus. The Vice President--Personnel Services will give the recommendations careful consideration and provide reports to the Committee on the recommendations received and actions taken.

18.4 The University Safety Committee shall meet monthly upon the call of the chairperson; employees shall attend the meetings of the committee during regular working hours, because this will be University service.

18.5 If an employee 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 employee disagrees with the supervisor's response to the situation, the employee may report the situation to the University Safety Officer assigned to duty that day. The employee(s) shall not be required to continue performing the duties in question pending the inspection of the University Safety Officer, but may be assigned other duties. The employee(s) shall not leave the campus. The University Safety Officer 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 University Safety Officer shall be empowered to order the immediate halt of any operation or activity which in his/her judgment is unsafe or unhealthful. University Safety Officers shall not be designated from the areas reporting to the Dean of Administrative Services.

18.6 Within forty (40) days following the ratification of this Agreement, the University shall see that each major building on campus is supplied with a first aid kit; "major building" refers to Kilcawley Center, Cushwa Hall, Bliss Hall, Arts and Sciences, School of Education, Tod Administration Building, Jones Hall, School of Engineering, Ward Beecher, Beeghly Physical

Education Center, Maag Library, Physical Plant, Central Utility Plant, School of Business Administration. In selecting the first aid kits, the University will take into consideration the number of persons who regularly utilize the buildings.

18.7 An ongoing in-service training program in first aid shall be provided to members of the bargaining unit.

Article 19: "NON-DISCRIMINATION"

19.1 The University and the Union reaffirm their mutually held commitment that no individual shall be unlawfully discriminated against on the basis of race, creed, color, sex, age, national origin, or physical handicap.

19.2 The University agrees that it shall not discriminate against any individual on the basis of membership or non-membership in the Union or on the basis of lawful participation in the activities of the Union.

19.3 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 and the Equal Employment Opportunity Commission. The parties further agree that any individual who believes that he she has been unlawfully discriminated against, in violation of the provisions of this Article, shall proceed to file a complaint with the University Affirmative Action Officer, or with other appropriate agency(ies), but that such complaints shall not be processed under the provisions of Article 9 ("GRIEVANCE PROCEDURE") of this Agreement.

Article 20: "CLASSIFICATION "

20.1 The University and the Union agree that the

University bears the ongoing responsibility for reviewing the job classifications of employees in accordance with state laws and appropriate Administrative Rules.

20.2 A member of the bargaining unit may request a review of the classification of his/her position by submitting such a request on a form to be made available by the University. This form shall require the employee's signature affirming the accuracy of the information provided; the signature shall be notarized. The University will inform the employee of the results of this review within one hundred and five (105) days following receipt by the University of the request for review, subject to the time limitations of this article, and providing an on-site audit is not required, and within one hundred and twenty (120) days if an on-site audit is required. Such a request may not be filed by an employee within twelve (12) months following notification of the employee by the University of a completed review of the classification of the position, or within twelve (12) months following notification of the employee by the State Personnel Board of Review of the results of an appeal of change of classification of the employee's position. This 12-month limitation applies to all relevant communications sent to employees by the University and/or the State Personnel Board of Review during the twelve (12) months immediately preceding the ratification of this Agreement. New employees may not request a classification review earlier than twelve (12) months following completion of the probationary period.

20.3 In a situation in which the University determines that a portion of an employee's duties do not fall within the employee's job classification, the University shall correct the situation, either by reclassifying the employee or by ceasing to assign the employee that portion of his /her duties which do not properly fall within the employee's job classification.

A decision by the University not to reclassify a position shall not be advanced beyond Step 3 of the grievance procedure provided for in Article 9.

20.4 When the University proposes to reclassify an employee, the individual shall be notified in writing, setting forth the proposed new classification, pay range, and salary. An employee who desires a hearing shall file a written request with the State Personnel Board of Review within thirty (30) calendar days after receiving said written notification.

20.5 The parties agree that the University shall retain the right to temporarily assign employees to work out of classification, as provided for by applicable state law and regulations.

20.6 The parties agree that the classification of employees is the sole responsibility of the University.

Article 21: "RETIREMENT"

21.1 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 or she reaches the age of 70.

21.2 A retired employee shall be entitled for an unlimited period of time, on the same basis as regular or full-time bargaining unit employees, to use of the library, to tickets for all University functions, to full use of Beeghly Center and other recreational facilities, to use of parking facilities, and to remission of all instructional fees. Retirees shall also be eligible to purchase life insurance in the amount of 1.25 times the final salary.

Article 22: "INSURANCE BENEFITS"

22.1 The University agrees that for the duration of this Agreement it shall provide free of cost for each

bargaining unit member the coverage for term life insurance, accidental death and disability insurance, hospital insurance, and major medical insurance specified in the Employee Benefit Plan for Faculty and Staff booklet.

22.2 In the event the University provides additional insurance benefits to members of another employee bargaining unit during the term of this Agreement, such additional benefits shall be extended simultaneously to the members of the YSU-OCSEA bargaining unit. In no event, however, shall the insurance benefits specified in Article 22.1 be reduced for members of the bargaining unit during the term of this Agreement.

22.3 If an employee is on Leave Without Pay because of illness or injury following exhaustion of all his/her accrued vacation and sick leave, the University will continue to provide the insurance benefits specified in Article 22.1 at no cost to the employee for a period of up to one year.

Article 23: "ASSOCIATION FINANCIAL SECURITY"

23.1 In recognition fo the Union's services to the bargaining unit, all members of the bargaining unit shall either be members of the Union or pay to the Union a service fee equivalent to 80% of the dues uniformly required of members of the Union. The parties agree that a bargaining unit member who has not complied with the requirements of this clause within sixty (60) consecutive calendar days of the effective date of this Agreement shall be liable to the Union in a civil action for money damages.

23.2 Union members wishing to have their dues deducted from their pay by payroll deduction may do so by signing an appropriate Payroll Deduction Authorization form and submitting it to the University. The University will forward dues deductions to the repre-

representative of the Union designated by the staff representative of OCSEA.

23.3 The University shall not authorize payroll deduction for membership dues for employees in the bargaining unit for membership in employee organizations or labor unions other than OCSEA.

Article 24: "NO STRIKE-NO LOCKOUT"

24.1 The Union, on behalf of its officers, agents, and members agrees that so long as this Agreement or any written extension hereof is in effect, there shall be no strikes, slowdowns, walkouts, refusal to perform assigned duties, sit-downs, picketing, boycotts or any activities which interfere, directly or indirectly, with the normal operation of the University. Any member of the bargaining unit who is absent without permission from the full performance of his/her duties on the date or dates when a strike occurs shall be presumed to have engaged in such strike on such date or dates. The University agrees that there shall be no lockout during the terms of this Agreement. The provisions of this Agreement shall be used in the settlement of any dispute which may arise between the parties during the term hereof. However, if an appropriate court finds that either party has failed to observe the provisions of this article then the other party has the right to declare the Agreement null and void in whole or in part.

24.2 The parties agree that physical violence and threats of physical violence are unacceptable in any relationship between employees of the University.

Article 25: "CONTRACTING"

The University reserves the right to contract for services to the extent not inconsistent with applicable law. However, the University agrees not to contract for any services during the term of this Agreement which

would result in the layoff of any members of the bargaining unit. The Union reserves the right to take appropriate legal action if it considers such to be necessary.

Article 26: "SEPARABILITY"

26.1 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 determined by appropriate authority to be contrary to any 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 promptly to discuss any decision which renders any portion of this Agreement null and void.

26.2 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 such 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.

26.3 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 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 impossible to fund any provision of this Agreement, the obligation of the University hereunder to that extent shall be suspended.

26.4 In the event a state or federal collective bargaining law covering members of the unit is enacted during the term of this Agreement, the parties agree to meet 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 27: "REPRESENTATION ELECTIONS"

27.1 The University and the Union agree that the members of the bargaining unit shall retain the right to seek as a body to be represented by a different bargaining agent. A challenging organization or individual may petition the University for a representation election; such a petition may be filed no earlier than January 15, 1983 and no later than February 15, 1983. Such a petition must be signed by at least thirty (30) percent of the members of the bargaining unit, the signatures must be authenticated by a neutral party agreed to by the University and the Union. Authentication shall include the determination that signatures have been secured within thirty (30) days of the date such petition is submitted to the University.

27.2 In the event a petition is submitted under the provisions of section 27.1, an election shall be conducted within sixty (60) days of the date of authentication. The ballot shall permit a vote for the Union and for the challenger(s). "No bargaining agent" may be a selection if so sought by a challenger. If no one

option receives more than fifty (50) percent of the votes cast, a run-off election shall be conducted between the two options receiving the largest number of votes. The election(s) shall be conducted by a neutral third party.

27.3 The University shall bear the cost of the elections(s).

Article 28: "MISCELLANEOUS"

28.1 Bargaining unit members performing assigned and authorized University duties off-campus shall be reimbursed for travel in their privately-owned vehicles at the rate established by the State of Ohio.

28.2 The University shall furnish the Union, upon written request, information related to the negotiation or administration of this Agreement, provided such information is available and can be furnished at reasonable expense, such request allows reasonable time to assemble the information, and the University may determine the form in which such information is submitted. This information shall include the internal operating budget, the record of income and disbursement, the agenda and official minutes of Board of Trustees' meetings, and other pertinent data. The University will provide to the Union a quarterly report of the membership of the bargaining unit that is available at this time. If a more comprehensive computer generated report including date of hire, classification and department/work area, becomes available, the University will provide a copy of said report to the Union quarterly. The University will provide a quarterly report of personnel changes of the bargaining unit positions, including appointments, separations, retirements, deaths, and promotions. The following will be sent to the Union as soon as available.

- a) the internal operating budget when adopted by the Board of Trustees;

- b) quarterly and year-end financial reports
- c) information required for the preparation and processing of a grievance.

The University will furnish the Union copies of communications distributed generally to employees in the University, or any college or school. Similarly, the Union will furnish the University copies of communications distributed generally to the staff of the University, or in any college or school. The University shall furnish each bargaining unit member with a report of his or her accumulated sick leave hours each pay period.

28.3 The instructional fee remission policy contained in Article VIII, Section 1 of the Policies of the Board of Trustees of YSU is incorporated by reference in this Agreement. The remission for employees shall further be extended to twenty-four (24) quarter hours per academic year and up to eight (8) quarter hours each summer quarter and shall cover the out-of-state tuition surcharge for members of the bargaining unit and eligible dependents who do not reside in Ohio.

28.4 Should the University require employees to wear uniforms, the University shall bear the cost of such uniforms, safety clothing and/or devices. For employees whose primary work duties are performed outdoors, this shall include a work jacket. The positions designated as eligible for the work jacket are specified in Appendix B. These employees are eligible for a replacement jacket two (2) years from the date of original issue.

28.5 Each employee shall be entitled to receive two 15-minute rest periods during the day, to be taken at approximately the middle of each half shift. Rest periods shall never abut the lunch period.

28.6 Employees shall be entitled to receive a five-minute "wash-up" break before lunch time and before the end of the shift schedule.

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

28.8 The privileges previously afforded bargaining unit members in purchases made at the University Bookstore shall be twenty (20) percent on all purchases in excess of five dollars (\$5.00). It is understood that this discount shall be available only for the use of goods purchased by the member of the bargaining unit for his or her own use. Abuse of this privilege shall be grounds for suspension of the privilege. The privileges previously afforded bargaining unit members in the purchase of athletic tickets is incorporated by reference in this Agreement.

28.9 The Union shall have the use of a mailbox at the Central Services Mailroom, at no cost to the Union.

29.10 A Bilingual Pay Supplement will be implemented by the University in accordance with Ohio Revised Code Section 124.181 which states:

- (H) . When a certain position or positions paid under schedules A and B of division (A) of section 124.15 of the Revised Code is required to speak or write a language other than English a special pay supplement may be granted to attract bilingual

individuals, to encourage present employees to become proficient in other languages or to retain qualified bilingual employees. The bilingual pay supplement provided herein may be granted in the amount of five percent of the employee's classification salary base for each required foreign language and shall remain in effect as long as the bilingual requirement exists.

28.11 This Agreement shall be incorporated by reference in the annual "Notification of Pay Status" memorandum which is sent to each member of the bargaining unit.

28.12 A department secretary* is not responsible for work connected with any type of grant (i.e., research, etc.) that has been awarded privately to professors. However, if the professors are willing to pay the secretary for his/her services out of the professor's funds, such work and payment shall be permitted, but not during the secretary's paid working hours. The University agrees to communicate the provisions of Article 28.12 to academic department chairpersons and department heads. The University shall certify to the Union the distribution of said communication.

28.13 In each major building on campus (i.e., Kilcawley Center, Cushwa Hall, Bliss Hall, Arts and Sciences, School of Education, Tod Administration Building, Jones Hall, School of Engineering, Ward Beecher, Beeghley Physical Education Center, Maag Library), there shall be an area in which employees may lounge. Reasonable walking time (2-3 minutes) each way shall be provided to employees at lunch when they are assigned to campus buildings without lounge areas.

* The term "secretary" is used in reference to all secretarial, clerical, and/or typist classifications that could or would be assigned to the above mentioned work.

28.14 Each member of the bargaining unit shall be entitled to instructional fee remission once each calendar year for a non-credit course offered through Continuing Education, providing an application is made in advance upon a form to be provided by the Department of Continuing Education and in accordance with deadlines for application established by the Department of Continuing Education. Fee remission shall not apply to materials charges, facilities charges, or other non-instructional charges which may be required for enrollment in the course. Fee remission shall be available only if there is an enrollment slot available above and beyond the enrollment level required to fund the course; final and binding determination of the required enrollment level in any given course rests with the University. If an employee enrolls in a course in Continuing Education, and the course is cancelled for inadequate enrollment or other reasons, this enrollment shall not count as the one annual enrollment for which the employee may receive a fee waiver.

28.15 Members of the bargaining unit who purchase parking permits shall have regular access to University parking lots, with the exception of visitor's lots and specially designated spaces.

Article 29: "TERM OF AGREEMENT"

29.1 This Agreement shall become effective immediately upon its ratification by the Union and by the Board of Trustees of the University, and shall remain in effect until 12:01 a.m. on June 15, 1983.

29.2 Either party may notify the other on or before January 1, 1983, that it wishes to modify or extend this Agreement; in this event, the parties shall meet no later than March 15, 1983 to negotiate with respect to a successor Agreement.

29.3 Extensions may be mutually agreed upon.

29.4 In the event an agreement has not been reached concerning a successor Agreement by June 1, 1983, the parties may agree to submit the matter to mediation under the auspices of the Federal Mediation and Conciliation Services. The mediator shall be limited to ten (10) days from time of arrival on campus to obtain a settlement.

Article 30: "INTENT OF THE PARTIES TO THE AGREEMENT"

It is the intent of Youngstown State University and the Ohio Civil Service Employees Association that this Agreement is to be a means of improving employee-employer relationships and thus advancing the mutual goal of providing education in a public university that is of increasingly high quality. Therefore, no person in the employ of the University shall in any improper manner discourage by any word or act the appropriate utilization of this Agreement by any member of the bargaining unit as defined herein. The University shall, within one calendar week of the ratification of this Agreement, distribute this Article to every non-bargaining unit employee of the University and shall repeat such distribution during the first calendar week of each calendar year this Agreement is in effect; and the Union shall distribute this Article on the same basis to all members of the bargaining unit.

APPENDIX A

Supervisory and/or Managerial Classified Civil
Service Positions Excluded from Bargaining Unit

Admissions and Records

Clerical Supervisor
Office Manager 1
Office Manager 2

Bookstore

Sales Manager 2

Bursar's Office

Data Systems Coordinator 3
Office Manager 2 (evenings
and Saturdays)

Central Services

Printing Supervisor 2

Parking Control

Parking Facility Supervisor

Care of Grounds

Groundskeeper Supervisor

Janitorial Services

Housekeeping Manager 1
Housekeeping Manager 2

Repairs to Buildings

Administrative Assistant 2

Building Maintenance Supt. 2
Equipment Maintenance Supt. 1
Equipment Maintenance Supt. 2

Purchasing/Receiving

Inventory Control Specialist 3

APPENDIX B

Uniform Jackets

Central Services: Delivery Workers

Central Receiving: Storekeepers
Delivery Workers
Stores Clerks

Central Plant: Plant Maintenance Engineers

Grounds: Groundskeepers 1,2,3
Laborers

Motor Pool: Auto Mechanics 1,2
Delivery Workers

Repairs to Building: Carpenters 1,2
Electricians 1,2
Assistant Electricians
Plumbers 1,2
Air Quality Technicians 1,2
Movers 1, 2 (Including Supervisor)
Laborers
Repairmen 1,2,3
Building Maintenance Supervisors
Equipment Maintenance Supervisors

APPENDIX B
GRIEVANCE FORM

_____ 1

Date filed _____

Filed through YSU-OCSEA
Grievance Committee

Filed Independently of
YSU-OCSEA Grievance
Committee

Name of Grievant: _____

Home Address: _____

Department: _____

Telephone: Home _____ Campus _____

Date Cause of Grievance Occurred: _____

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

Section of Agreement Alleged to Have Been Violated:

Remedy Sought:

(Grievant's Signature) (Date)

cc: Grievant
Chairperson, YSU-OCSEA Grievance Committee
President of the Association
Department Head/Chairperson
Vice President or Chief Officer
in the area
Vice President for Personnel

¹Prior to the filing of a grievance, a grievance number must be secured from the Office of the Vice President for Personnel.

MEMORANDUM OF UNDERSTANDING FOR THE
CENTRAL UTILITIES PLANT

This Memorandum of Understanding recognizes the unique work environment at the Central Utilities Plant and addresses the related problems:

- 1) When necessity dictates that an employee be "called in" to work, the "call in" shall be done by the University, not by the Stationary Engineer on duty . A Stationary Engineer on duty shall not leave the Central Utilities Plant unless another Stationary Engineer is on duty.
- 2) No employee shall be required to work alone in the tunnels.
- 3) Employees shall have a minimum of sixteen (16) hours off between changes of regularly scheduled shifts. This does not apply to situations in which the employee works a second 8-hour turn because of the absence of the employee who had been scheduled for the second turn.
- 4) Stationary Engineers required to work beyond the end of their scheduled shift and who cannot leave the Central Utilities Plant, shall have food obtained and delivered to them at their expense by the University.
- 5) In non-emergency situations, employees shall work no more than five (5) consecutive days without a day off. The parties agree that it is desirable that employees be scheduled to work five (5) consecutive days and receive two (2) consecutive days off; the University will make a reasonable effort to schedule employees in this pattern.

PROPOSED AMENDMENT TO
 CAMPUS DEVELOPMENT BUDGET, 1980-81 FY
 (3630)

<u>Position Title Now Budgeted</u>	<u>Proposed Position Title</u>	<u>Brief Description of Duties</u>	<u>Salary for Pos. Now Budgeted</u>	<u>Recommended Begin. Sal.</u>	<u>Difference</u>
Assistant Dir. Campus Dev.	Architect	(Professional/Administrative) Prepare architectural plans and specifications; provide architectural advice to uni- versity administrators; re- view and evaluate architec- tural design for new construc- tion and remodeling projects; maintain liaison with state and local architects. Also interior design and graphics services.	\$23,627	\$23,500	\$ 127
Project Engr.-2 trf. from Phys. Plant	Design Engineer	(Professional/Administrative) Supervises and/or coordinates new construction and remodeling projects with contractors, ar- chitects, engineers and tech- nicians. Coordinates energy conservation; provides routine control to assure work conforms to contract; reviews projects, collates data and recommends action; recommends change or- ders; inspects facilities to determine state of deteriora- tion and makes recommendations.	\$16,349	\$23,500	7,151

<u>Position Title Now Budgeted</u>	<u>Proposed Position Title</u>	<u>Brief Description of Duties</u>	<u>Salary for Pos. Now Budgeted</u>	<u>Recommended Begin. Sal.</u>	<u>Difference</u>
Interior Designer	Delete this Position	(Professional/Administrative) Prepares plans and specifications for interior space arrangements; develops furniture design and color systems. Assists in planning and design of building construction and remodeling under direction of architects, engineers and technicians; maintains continual study and information up-date in architectural and engineering theory, design and researches architectural and engineering methods and design technology.	\$18,009	This position to be deleted. Duties to be included with those of the Architect.	(\$18,009)
Limited Service Temp. Help Cinn. Co-op Program	Drafting Technician-2	(Classified Civil Service) Drafts preliminary plans and drawings; makes detailed sketches. Performs engineering calculations. Designs minor details and alterations to plans under supervision of and in cooperation with the architect, engineers and technicians.	\$12,480	\$11,107	(\$ 1,373)
Admin. Asst.-2	Admin. Asst.-3	(Classified Civil Service) Space utilization responsibilities and duties to be added to the existing Admin. Asst. position description.	<u>\$19,739</u>	<u>\$19,739</u>	<u>-</u>
TOTALS			<u>\$90,204</u>	<u>\$77,846</u>	<u>(\$12,358)</u>

PROPOSED AMENDMENT TO
INTERCOLLEGIATE ATHLETIC DEPARTMENT BUDGET, 1980-81 FY

<u>Position Title Now Budgeted</u>	<u>Proposed Position Title</u>	<u>Salary Now Budgeted</u>	<u>New Salary</u>	<u>Difference</u>
Athletic Director	-	\$35,625	-	(\$35,625)
Head Football Coach	Athletic Director and Head Football Coach	30,947	\$37,000	6,053
(none)	Assistant Athletic Director	-	19,355	19,355
Ticket Manager	Same (to 12 months)	11,250	13,487	2,237
Coach, Women's Sports	Assistant Football Coach/ Women's Softball Coach (to 12 months)	<u>12,000</u>	<u>14,757</u>	<u>2,757</u>
TOTALS		<u>\$89,822</u>	<u>\$84,599</u>	<u>(\$ 5,223)</u>

PROPOSED MODIFICATIONS TO AREA OF
VICE PRESIDENT--PERSONNEL SERVICES 1980-81 FY

Agenda Item J.3.d.
Exhibit G

<u>Position Title Now Budgeted</u>	<u>Proposed Position Title</u>	<u>Salary Now Budgeted</u>	<u>New Salary</u>	<u>Difference</u>
<u>Professional/Administrative</u>				
Training & Safety Officer	(Discontinue)	\$18,009	-	(\$18,009)
Assistant Director, Classified Personnel	Director, Classified Personnel	23,012	\$25,000	1,988
Director, Classified Personnel	Director of Employee Relations (Classified Civil Service) and Safety Officer	26,900	26,900	-
<u>Classified Civil Service</u>				
-	Personnel Officer I	-	12,459	12,459
-	Personnel Aide	-	<u>10,858</u>	<u>10,858</u>
	TOTAL SALARIES:	<u>\$67,921</u>	<u>\$75,217</u>	\$ 7,296
			+ NET FRINGE BENEFITS:	<u>2,538</u>
			TOTAL NET INCREASE:	<u>\$ 9,834</u>

MEMO TO: DR. DAVID C. GENAWAY
Librarian

FROM: Hugh W. Manchester, Secretary
to the Board of Trustees

DATE: August 23, 1980

SUBJECT Minutes of Meetings of Board of
Trustees of Youngstown State University
held on June 21, 1980 and on July 1,
1980

I am enclosing a xerox copy of the Official Minutes of
the Board meetings referred to above. The original Minutes of each meeting
were approved, signed and attested at today's meeting of the Board of Trustees.


H.W.M.

HWM:EVT

xc: President Coffelt
Acting Vice President Rand
Vice President Alderman
Edgar Giddens, Chairman of the Board



YOUNGSTOWN STATE UNIVERSITY

YOUNGSTOWN, OHIO 44555

August 23, 1980

Dr. David J. Robinson, President
YSU Chapter of OEA
Youngstown State University
410 Wick Avenue
Youngstown, Ohio 44555

Dear Dr. Robinson:

Enclosed for your records find copies of the Minutes of the meetings of the Board of Trustees of Youngstown State University which were held on June 21, 1980 and on July 1, 1980.

Such Minutes were approved at today's meeting of the Board and have now been signed by the Chairman and attested.

Yours very truly,

A handwritten signature in cursive script that reads "Hugh W. Manchester".

HUGH W. MANCHESTER
Secretary to the Board of Trustees

HWM:EVT
Enclosure
xc: Dr. John J. Coffelt



YOUNGSTOWN STATE UNIVERSITY

YOUNGSTOWN, OHIO 44555

August 23, 1980

Mr. Ray McElroy, President
YSU Chapter of OCSEA
Youngstown State University
410 Wick Avenue
Youngstown, Ohio 44555

Dear Mr. McElroy:

Enclosed for your records find copies of the Minutes of the meetings of the Board of Trustees of Youngstown State University which were held on June 21, 1980 and on July 1, 1980.

Such Minutes were approved at today's meeting of the Board and have now been signed by the Chairman and attested.

Yours very truly,

HUGH W. MANCHESTER
Secretary to the Board of Trustees

HWM:EVT
Enclosure
xc: Dr. John J. Coffelt



YOUNGSTOWN STATE UNIVERSITY

YOUNGSTOWN, OHIO 44555

September 11, 1980

TO THE TRUSTEES OF
YOUNGSTOWN STATE UNIVERSITY

Enclosed is copy of draft of Minutes of Meeting of the Board
of Trustees held on August 23, 1980.

Yours very truly,

HUGH W. MANCHESTER
Secretary to the Board of Trustees

HWM:EVT
Enc.

Copies to:

Each of Nine Trustees

Dr. John J. Coffelt, President

Dr. Leon Rand, Acting Academic Vice President

Dr. Neil D. Humphrey, Executive Vice President

Dr. Taylor Alderman, Vice President Personnel
Services

Edmund J. Salata, Dean Administrative Services

Attorney Edward A. Flask, Legal Counsel

Attorney Theodore R. Cubbison, Director of
Legal Services

Mr. Fred W. Rich, State Examiner