

MINUTES OF REGULAR MEETING
OF
BOARD OF TRUSTEES
OF
YOUNGSTOWN STATE UNIVERSITY

Tod Administration Building
Friday, June 23, 2006

Pursuant to notice duly given, a regular meeting (the two hundred sixty-sixth) of the Board of Trustees of Youngstown State University convened at 3:00 p.m., on Friday, June 23, 2006, in the Board Room in Tod Hall.

Nine trustees were present at the meeting, to-wit: Dr. H. S. Wang, chairperson of the board, who presided, Mr. William J. Bresnahan, Mr. Donald Cagigas, Mr. John L. Pogue, Mr. Larry D. DeJane, Ms. Millicent S. Counts, Dr. Dianne Bitonte Miladore, Dr. Sudershan K. Garg, and Ms. Louise M. Popio. Mr. Scott R. Schulick was absent.

Also present were: Dr. David C. Sweet, President; Dr. Robert K. Herbert, Provost and Vice President for Academic Affairs; Dr. Cynthia E. Anderson, Vice President for Student Affairs; Dr. Ronald Chordas, Interim Executive Director - Human Resources and Franklin S. Bennett, Jr., secretary to the board of trustees. Also present were approximately 45 persons, including deans, members of the faculty, students, administrators, and members of the news media.

The chairperson called the meeting to order.

ITEM I - PROOF OF NOTICE OF MEETING.

Evidence was available to establish that pursuant to Article II, Section 1, of the board's *Bylaws*; written notice of today's regular meeting was timely provided to each of the trustees, the student trustee, and to the president.

ITEM II - DISPOSITION OF MINUTES FOR REGULAR MEETING HELD MARCH 17, 2006.

Prior to the meeting, the secretary had provided a draft copy of the minutes of the board's regular meeting held on March 17, 2006 (#265) to each trustee, the student trustee, and the president. There being no additions, corrections, or revisions thereto, the minutes of the March 17th meeting were approved as provided.

ITEM III - AMENDMENT OF MINUTES OF REGULAR MEETING HELD MARCH 18, 2005.

The chairperson recognized the secretary to the board who stated that it had come to the secretary's attention that the minutes of the board's regular meeting held March 18, 2005 (#258) con-

tained an error. The secretary stated that in reviewing his notes of the March 18, 2005 meeting he determined that an announcement of proposed changes to the board's *Bylaws* was made during the report of the Trusteeship Committee. However, the minutes of the meeting do not reflect the announcement of the proposed changes to the *Bylaws*. The secretary recommended that the board approve an amendment to the previously approved minutes of the March 18, 2005 meeting to reflect that the Trusteeship Committee announced a proposed Resolution to Amend the *Bylaws* of the Board of Trustees of Youngstown State University.

The chairperson recognized Mr. Bresnahan who moved that the board approve the amendment to the March 18, 2005 minutes recommended by the secretary to the board. Mr. Cagigas seconded the motion. Thereafter, the trustees voted unanimously in favor of the motion to amend the March 18, 2005 minutes and the chairperson declared the motion carried.

ITEM IV - OATH OF OFFICE - DR. SUDERSHAN K. GARG

The chairperson reported that Governor Taft had appointed Dr. Sudershan K. Garg as trustee for full nine-year term concluding May 2015. At the request of the chairperson, the secretary administered the oath of office to Dr. Garg, and he was invited to take his seat with the board of trustees.

ITEM V - REPORT OF THE PRESIDENT OF THE UNIVERSITY.

Dr. Sweet provided the Annual Report to the Youngstown State University Board of Trustees. A copy of the PowerPoint presentation utilized by Dr. Sweet is attached to these minutes. Dr. Sweet stated that despite the challenges that the University has been confronted with during the past year the primary mission of YSU - the education of our students - moves forward. Dr. Sweet stated that he was pleased to report on significant progress in terms of the core values of the Centennial Strategic Plan, provide a brief overview of the FY07 budget, and outline priority goals for the coming year.

Dr. Sweet reviewed a number of university initiatives addressing the centrality of its students noting that Dr. Herbert would provide an update on academic program development. Dr. Sweet reported that as part of the Technology Master Plan, the university continues efforts to bring classrooms up to campus multimedia standards. Dr. Sweet reported that thirteen classrooms in DeBartolo Hall and 2 classrooms in Beeghly Center have been recently renovated and updated with standard multimedia equipment. Overall, twenty-four classrooms have been updated with standard multimedia equipment, moving closer to the goal of providing multimedia equipment to 50% of all classrooms in the next 3 years.

Dr. Sweet reported that the Andrews Recreation and Wellness Center has been an overwhelming success with more than 100,000 visits by more than 6,600 individual users, including nearly

200 faculty and staff. Dr. Sweet stated that the Center has achieved its purpose as a center for campus activity.

Dr. Sweet complimented the effective leadership of student government members Bob McGovern, Amanda Mielke and Chad Miller and student trustees Louise Popio and Paul Walker.

Dr. Sweet reported on successful academic program accreditations during the past year, noting that 10 programs hosted site visits with 5 programs receiving positive actions and 5 programs awaiting official action.

Dr. Sweet reported that the Higher Learning Commission re-accreditation process was launched in March and is on schedule. Dr. Sweet stated that a number of committees will prepare reports during the coming year that will be incorporated into the formal self-study report in Fall 2007.

Dr. Sweet reported that in the Spring, Intercollegiate Athletics submitted its self study report for NCAA certification, and that the university will host a site visit in the Fall.

Dr. Sweet reviewed the implementation of the YES portion of the Technology Master Plan. It is estimated that nearly 30,000 person-hours have been devoted to training on the new system. Dr. Sweet thanked all involved for their hard work on this project.

Dr. Sweet reported that, while improvement is still needed, the university has made significant measurable progress in the number of minority employees in the university workforce. Dr. Sweet noted that between Fall 2000 and Fall 2005, there was a 34% increase in African-American employees from 69 to 104. Dr. Sweet stated that African-Americans now represent 9.2% of YSU employees compared to 7.6% in 2000. Dr. Sweet reported that Provost Herbert has initiated a new program that has recruited 3 additional African-American faculty to YSU. The university has enhanced the diversity training for all search committees.

Dr. Sweet stated the university has made great strides in minority student enrollment, retention, graduation and in bringing diversity to the forefront of campus attention. Dr. Sweet stated that total minority headcount enrollment increased from 1282 in Fall 2000 to 1954 in Fall 2005, an increase of 52.4%. The minority percentage of the student population increased from 10.8% in 2000 to 15.3% in 2005. The Fall-to-Fall retention rate of first year minority students increased from 51.6% in 2000-01 to 58.4% in 2004-05. The six-year graduation rate for minority students increased from 19.7% for the class entering in 1994 to 21.8% for the class entering in 1998.

Dr. Sweet stated that the Report of the Labor Management Panel continues to receive serious consideration from Dr. Sweet and his administration. Dr. Sweet stated that administration took im-

mediate action to comply with the major theme of the report - that new faces are necessary to improve labor relations at YSU. A Labor Management Council has been formed to improve communications with the university's bargaining units. Dr. Sweet stated that, in short, the administration has followed every recommendation of the Panel to the extent possible while the responses of the faculty and classified bargaining units to the Panel's recommendations have been disappointing.

Dr. Sweet described the South Campus Gateway project as an exciting partnership among YSU, the city of Youngstown, and the Catholic Diocese. The centerpiece of the project is the development of a new building for the Williamson College of Business that will be constructed on Phelps Street between Rayen and Wood Streets. Dr. Sweet acknowledged concerns of some business owners and stated that efforts are underway to help clear up misunderstandings.

Dr. Sweet reported that the Youngstown Early College High School now has a waiting list of students for the coming year and that recent test scores of current students were very encouraging.

Dr. Sweet reported that the Planetarium is undergoing a major upgrade thanks to a gift from the Ward Beecher and Florence Simon Beecher Foundations. The Planetarium provides an important university instructional space as well as a popular destination for local K-12 class field trips.

Dr. Sweet reported that the Eleanor Beecher Flad Pavilion and Ford Family Recital Hall, which opened on April 21, are an outstanding addition to the community and the latest step in the revival of downtown Youngstown.

Dr. Sweet provided a report on the Fiscal Year 2007 budget highlights. Dr. Sweet reported that the proposed increase in tuition and fees will generate an additional \$3.5 million in revenue. A 1.7% increase in the State Share of Instruction (the first such increase in 5 years) will result from an additional \$30 million state appropriation for higher education in FY 2007. Dr. Sweet stated that tuition and fees now account for nearly 65.7% of revenue while state support accounts for 31.79%. Four years ago, in FY 2003, tuition and fees represented 55.4% of revenue and state appropriation accounted for 42.26%. Dr. Sweet reported that YSU tuition remains the lowest in the state of all universities except for Shawnee and Central State which have a special line item subsidy. Dr. Sweet stated that the FY 2007 budget includes an increase of nearly \$700,000 in general fund support of Student Scholarships, Aid and Awards.

Dr. Sweet summarized the following FY 2007 goals: Higher Learning Commission Accreditation, Academic Affairs Strategic Plan, Key Vacancies, Labor Management Council, Technology Master Plan and Banner Implementation, Centennial Capital Campaign, Campus Master Plan Priorities and Financing, Kilcawley Student Center and Kilcawley House, Community College Feasibility Study and Recommendation, Imple-

mentation of the ERIP and Divisional Reorganization, NCAA Recertification, Development of a Long Range Budget Process, Evaluate and Update the Enrollment Management Plan, and Diversity of the Student and Employee Populations.

ITEM VI - REPORTS OF THE COMMITTEES OF THE BOARD.

The board considered the following committee reports and recommendations:

1. Academic and Student Affairs Committee

Dr. Anderson provided a report on enrollment initiative noting that active recruitment for Fall of 2006 started in the Fall of 2005.

With regard to incoming students, Dr. Anderson discussed the following highlights:

- Several open houses already sponsored
- Sponsoring a college fair at the Scrappers Stadium on June 27th.
- Summer YSU Preview on July 8 - traditionally very well attended.
- Regular phone calling activities take place in the Office of Admissions, the Center for Student Progress, the Registrar's Office, the Office of Financial Aid and Scholarships, the Advising Offices, and the Colleges.
- Responding to "late" inquiries and making arrangements to get the prospective students admitted and registered as quickly as possible.
- Admissions provides campus tours twice a day - Monday through Friday.
- Financial Aid packages were mailed out in March of 06, to all students who had a FAFSA on file.
- Financial Aid continues to encourage parents to complete the FAFSA form.
- Financial Aid continues to counsel both students and parents on a 1-1 basis - both on campus and out in the community.

With regard to continuing students, Dr. Anderson discussed the following highlights:

- Approximately 1,600 students remain eligible to register from Spring Semester of 2006. Lists of these students have been developed and the colleges are making personal contacts with these continuing students.
- The university continues to follow up with students who have incomplete registrations - postcards are sent out on an ongoing basis, personal phone calls are made, etc.

- The offices of Financial Aid and the Office of Student Accounts are working with students who still have outstanding financial balances with the university.

Dr. Anderson noted the following enhancement to the YSU Website:

- Office of Admissions has redesigned its website so that the application process is more accessible.
- A personal tour can now be scheduled through the website.
- In conjunction with the Center for Student Progress, online registration is now available for the Orientation program, as well as pre-college programs.

Dr. Anderson noted the following actions taken to improve connections with parents of YSU students and potential students:

- Increased interaction with parents in all of our offices.
- Financial Aid working with parents with the FAFSA form and counseling.
- The Center for Student Progress provides all parents with an email address for interaction with the peer assistants and mentors. All questions and inquiries are answered within 24 hours or less.
- Penguin Parent web page.
- Penguin Parent monthly e-newsletter.

Dr. Anderson reviewed the ways in which the Center for Student Progress follows up on first year student progress:

- Phone calls to students who have withdrawn from the university.
- Face-to-face interaction at orientation
- Immediate follow up to the face-to-face interaction with a personalized post card
- Follow up phone calls in August
- Fall post card announcing CSP Open House
- Fall Open House for YSU students
- Drop-in day for YSU students.

The chairperson recognized Dr. Herbert, who reported on academic program review and accreditation. Dr. Herbert reported that during the past academic year, the university has had positive reviews of our programs in Clinical Laboratory Technology, Physical Therapy, Respiratory Care, Social Work, and Music. Dr. Herbert stated that in some cases the final official action report has not been received, but that very positive exit comments were received for programs in Art, Emergency Medical Technology, Engineering Technology, Nursing, and Counseling. Dr. Herbert stated that he expects that all of these programs will receive re-accreditation sometime this summer.

Dr. Herbert stated that no single program received a negative evaluation during the past academic year. Dr. Herbert reported that two degree programs, the BSAS in Allied Health and the Master of Health and Human Services, were approved by the Higher Learning Commission for asynchronous distance delivery.

Dr. Herbert stated that the Higher Learning Reaccreditation site visit will occur in February 2008. All of the five criteria committees have submitted their Phase I assignments, which will be reviewed by the self-study coordinators and the Steering Committee during the summer. Dr. Herbert stated that assessment of all programs, academic and non-academic, is a central component of the self-study and the reaccreditation process. Dr Sharon Stringer has agreed to assume a full-time 12 month appointment as Campus Coordinator of Assessment for the next two years, seeing the university through the Higher Learning Commission site visit.

Dr. Herbert reported that YSU submitted proposals for two new graduate programs to the Regents' Advisory Committee on Graduate Studies (RACGS) this past year: a Master of Arts in Art and a Doctorate of Physical Therapy. Initial comments on the proposals have been received from RACGS, and the two departments are now preparing full program proposals. In addition to approval by the Ohio Board of Regents, the Doctorate of Physical Therapy will require approval from the Higher Learning Commission as YSU is currently authorized to offer the doctoral degree only in Educational Leadership.

Dr. Herbert stated that he expects that the theme of academic excellence will be central in the Strategic Plan currently being developed within Academic Affairs. Dr. Herbert stated that although the Strategic Plan has only begun to take shape, it seems likely that there will be at several organizing themes. The first concerns the question of distinctive identity. What distinguishes YSU from our peers? What is it about the YSU experience that should make us the destination of choice for prospective students and their families? Dr. Herbert stated that he believes that the university will need to build upon its strength of reputation in several areas noting that the ingredients for competitive excellence are here.

Following Dr. Herbert's report, the chairperson recognized Ms. Counts, chairperson of the Academic and Student Affairs Committee, who stated that the committee was recommending three resolutions for adoption by the board. There being no objection thereto, the chairperson declared the following resolutions adopted by general consent:

Resolution to Authorize
Conferral of Honorary Degree - Joseph S. Nohra

YR 2006-39

BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby authorize the conferral of a Doctor of Humane Letters (L.H.D.) degree, honoris causa, upon Joseph S. Nohra, with the entire rights and privileges attendant thereto.

Resolution to Approve Disposition of
Residual Funds from External Grants and Contracts Policy

YR 2006-40

WHEREAS, the Institutional Policies are being reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the creation of the Institutional Policy governing Disposition of Residual Funds from External Grants and Contracts, policy number 1013.04 of the *University Guidebook*, shown as Exhibit A attached hereto.

Resolution to Modify
The Scientific Misconduct Policy

YR 2006-41

WHEREAS, the Institutional Policies are being reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies; and

WHEREAS, U.S. federal guidelines for Research Misconduct have been modified and the award of federal support is de-

pendent on institutional compliance with these revised guidelines;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the Institutional Policy governing Scientific Misconduct, policy number 1016.01 of the *University Guidebook* to be retitled as Research Misconduct, shown as Exhibit B attached hereto, and does hereby rescind the former corresponding policy 1016.01. A copy of the policy indicating changes to be made is also attached.

2. External Relations Committee.

The chairperson recognized Mr. DeJane, chairperson of the External Relations Committee, who stated that the committee was recommending one resolution for adoption by the board. There being no objection thereto, the chairperson declared the following resolution adopted by general consent:

Resolution to Accept Development Gifts

YR 2006-42

WHEREAS, Board policy 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

WHEREAS, the President has reported that the gifts as listed in Exhibit C 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 requests that the President acknowledge the acceptance of these gifts and express our gratitude to the donors for their generosity in support of the University.

3. Finance and Facilities Committee.

The chairperson recognized Mr. Bresnahan, chairperson of the Finance and Facilities Committee, who stated that the committee was recommending ten resolutions for adoption by the board. There being no objections thereto, the chairperson declared the following resolutions adopted by general consent:

Resolution to Approve Changes to
Student Tuition, Fees, and Other Charges Effective Fall Term 2006

YR 2006-43

WHEREAS, Ohio law provides that Boards of Trustees of state-assisted institutions of higher education shall supplement state subsidies by income from charges to students, including an "instructional fee" for educational and associated operational support of the institution and a "general fee" for noninstructional services, and that these two fees shall encompass all charges for services assessed uniformly to all enrolled students and shall be identified as "tuition"; and

WHEREAS, Ohio law also provides that each Board may establish special purpose fees, service charges, fines and penalties and that a tuition surcharge shall be paid by all students who are not residents of Ohio; and

WHEREAS, Ohio law provides that the University shall separately identify the Instructional Fee, the General Fee, the Tuition Charge, and the Tuition Surcharge; and

WHEREAS, Ohio law provides that fees charged for instruction shall not be considered to be a price for service but shall be considered to be an integral part of the state government financing program in support of higher education opportunity for students; and

WHEREAS, it is desirable to provide preferential nonresident tuition surcharge rates for nonresident students from the Youngstown State University Regional Service Area;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby rescind Resolution YR 2005-30 at the conclusion of the Summer Term 2006; and

BE IT ALSO RESOLVED, that the Board of Trustees of Youngstown State University does hereby declare the "tuition charge" shall be the sum of the Instructional Fee, General Fee, and the Technology Fee and does hereby establish the tuition charge and other fees as included in Exhibit D, to become effective Fall Term 2006, except as may be specifically noted otherwise, and to remain in effect until changed by the Board of Trustees; and

BE IT FURTHER RESOLVED, that the President of Youngstown State University or his/her designee shall have the authority to approve:

1. Fees of noncredit courses, institutes, and workshops offered or coordinated through the Metro College and the University Outreach department;

2. Ticket prices for admission of the public to intercollegiate athletic games and to student music or dramatic productions;

3. Service charges for loans to students;

4. A special fee for programs such as the international student training programs under contract and the "Executive Master of Business Administration" program. It shall be understood that such special fees, if authorized, shall provide for all related costs of the program and that the budget for such a fund shall be subject to approval in the same manner as other University operating budgets; and

5. Fees for credit courses offered by the Metro College under contract to established groups as provided for in Resolution YR 2001-03.

In all cases, the revenue generated by such fees and charges shall be expended in conformity with appropriately approved budgets. It shall be understood that: (a) prices of books and other items for sale in the Bookstore, Kilcawley Center, and through vending machines shall be established in conformity with good business practices by the managers of those units; (b) charges for unreturned or damaged equipment checked out to a student shall be established by the cognizant University staff person and the charge shall be sufficient to recover replacement costs and with a charge to cover processing costs; (c) for such charges as noted in (a) and (b) above, the approval of neither the President nor the Board of Trustees shall be required; and (d) the President or his designees shall have the authority to designate parking facilities by location or by time which may be utilized either without charge or for a reduced charge.

Fines which are authorized in this resolution may be assessed against non-students who are authorized to use University services as well as against students; and the rates detailed in this resolution shall replace the rates in any other resolution in conflict, and it shall continue to be the policy of this Board to review and adopt all fees, service charges, and fines annually, usually at the December meeting of the Board, in order that students and others are informed as to rates for the coming year and budgets may be finalized. It is understood that charges, fines, penalties, and assessments to students and non-students will not be waived except as specifically authorized by proper authority. The President or his/her designee shall review and, as appropriate, authorize persons or departments to grant waivers with the specific understanding that no waivers will be granted that are in

violation of Ohio law or the policies of Youngstown State University.

If a student is permitted to withdraw from the University or if a student reduces his or her academic load, a refund of the tuition, and of the nonresident tuition surcharge, where applicable, shall be made in conformity with the following schedule. If the withdrawal is after the prescribed time limits, all tuition and other applicable fees and charges are forfeited. All applicable fees, fines, and penalties due must be paid before the refund is paid.

<u>Length of Course</u>	<u>100% refund</u>	<u>85% refund</u>	<u>70% refund</u>	<u>No refund</u>
6 weeks or more weekday of term	through 6 th weekday of term	through 11 th weekday of term	through 16 th of term and later	17 th weekday
Less than 6 weeks	20% of course duration			greater than 20% of course duration

Resolution to Approve
An Interfund Loan for the Ward Beecher Planetarium Project

YR 2006-44

WHEREAS, \$750,000 in funds have been pledged by the Florence Simon Beecher Foundation to pay for the Ward Beecher Planetarium Project; and

WHEREAS, the expected payment date for some of the funds extends beyond the completion of the project resulting in a temporary funding gap; and

WHEREAS, University funds can be utilized to help pay the aforesaid project costs; and

WHEREAS, the University desires to ensure timely payment of contractual costs related to the project without utilizing external financing mechanisms;

NOW, THEREFORE BE IT RESOLVED, by the Board of Trustees of Youngstown State University that an interfund loan of \$200,000 from the Sick Leave Conversion Fund to the Beecher Flad Planetarium Fund is approved; and

BE IT ALSO RESOLVED, that as the remaining contributions for Ward Beecher Planetarium Project are received the Sick Leave Conversion Fund be repaid in its entirety.

Resolution to Approve
An Interfund Transfer for Dining-Related Capital Improvements

YR 2006-45

WHEREAS, the University's food service contract expires June 30, 2006; and

WHEREAS, the University acquired the services of a consultant to review the bid process and proposals; and

WHEREAS, the consultant recommended that capital improvements be excluded from the food service contract; and

WHEREAS, renovations to certain dining facilities are necessary prior to the start of Fall semester; and

WHEREAS, the cost of these renovations are estimated at \$205,000; and

WHEREAS, annual vendor commissions will offset the renovation costs;

NOW, THEREFORE BE IT RESOLVED, by the Board of Trustees of Youngstown State University that an interfund transfer of \$205,000 from the Kilcawley Center Equipment Reserve Fund to a Dining Facilities Renovation Fund is approved.

Resolution to Modify
The Bid Limits for Purchasing Policy

YR 2006-46

WHEREAS, the Institutional Policies are being reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the Institutional Policy governing Bid

Limits for Purchasing, policy number 3003.01 of the *University Guidebook*, to be retitled as Purchasing Limits for Competitive Selection shown as Exhibit E attached hereto, and does hereby rescind the former corresponding policy number 3003.01. A copy of the policy indicating changes to be made is also attached.

Resolution to Modify Investment of the
University's Non-Endowment and Endowment Fund Policy

YR 2006-47

WHEREAS, the Institutional Policies are being reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the Institutional Policy governing Investment of the University's Non-Endowment and Endowment Funds, policy number 3007.01, of the *University Guidebook*, shown as Exhibit F, attached hereto, and does hereby rescind the former corresponding policy number 3007.01. A copy of the policy indicating changes to be made is also attached.

Resolution Concerning the Annual Budget, Fiscal Year 2007

YR 2006-48

WHEREAS, the proposed Fiscal Year 2007 Annual Budget has been reviewed by the Finance and Facilities Committee of the Board;

NOW, THEREFORE, BE IT RESOLVED, that the Youngstown State University Fiscal Year 2007 Annual Operating Budget for General and Auxiliary Funds, shown on Exhibit G, as presented to the Finance and Facilities Committee be approved; and that approval includes:

1. Salaries for YSU-OEA, YSU-ACE, YSU-APAS, and YSU-FOP members as provided for in the current Labor Agreements with the respective bargaining units;
2. Salaries for part-time faculty, doctoral fellowships, graduate assistants, research assistants, and student employees as detailed in the budget document;
3. Salaries for all other employees as recommended;
4. The authority to approve expenditures and transfers as described in the budget document and in accordance with Board and University policy;
5. Exemption of all professional/administrative positions from the overtime provisions of Section 124.18 of the *Ohio Revised Code*; and
6. Contract duration for professional/administrative staff who serve on multi-year contracts under the provisions of *Board of Trustees Policy 7016.01*.

Resolution to Approve Memorandum of Understanding With
Youngstown State University and The Butler Institute of American Art

YR 2006-49

WHEREAS, YSU and the Butler have common interests in preserving, maintaining and improving the aesthetic appeal and the physical areas surrounding their respective properties for consumers, patrons, students and visitors; and

WHEREAS, the Butler purchased, and is now the owner of Youngstown City Lot No. 62418, known as the First Christian Church; and

WHEREAS, YSU has developed a Campus Master Plan which includes the East Gateway Project, wherein YSU plans to have the above-ground infrastructure removed along University Plaza and implement a dual carriageway with a median strip in place of the current University Plaza street; and

WHEREAS, the Butler has agreed to grant an easement along University Plaza to YSU and YSU has agreed to provide parking spaces for the use of the Butler; and

WHEREAS, YSU plans to petition the City of Youngstown to vacate University Plaza and Bryson Avenue with the concurrence of all adjacent property owners and to which the Butler has agreed; and

WHEREAS, YSU and the Butler have memorialized an agreement to this affect;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University approves the Memorandum of Understanding with Youngstown State University and The Butler Institute of American Art and authorizes the execution of the Memorandum and accompanying documents for this purpose.

Resolution to Authorize
Purchase of Properties for Campus Improvement

YR 2006-50

WHEREAS, Youngstown State University has identified an area surrounding the campus and within its Ohio Board of Regents (OBOR) boundary which it seeks to acquire property needed for the benefit of the University; and

WHEREAS, the following parcels are needed for campus improvement, and final approval is sought in accordance with the *University Guidebook*:

No.	Owner	Address	Parcel No.	Youngstown City Lot No.
1.	City of Youngstown Land Reutilization Program	Oak	53-017-0-143	4723
2.	City of Youngstown Land Reutilization Program	264 E. Rayen	53-017-0-140	549
3.	City of Youngstown Land Reutilization Program	262 Valley	53-018-0-293	14262
4.	City of Youngstown Land Bank Program	319 Emerald	53-018-0-249	16355
5.	City of Youngstown Land Reutilization Program	Valley	53-018-0-302	14267, e. pt.
6.	City of Youngstown Land Reutilization Program	Carlton	53-018-0-310	13348

7.	City of Youngstown Land Reutilization Program	Watt	53-018-0-375	13380
8.	City of Youngstown Land Bank Program	229 Court	53-017-0-171	3938
9.	City of Youngstown Land Reutilization Program	271 Willard	53-017-0-159	9041
10.	John J. Hightower and S. I. Hightower	329 N. Walnut	53-017-0-181	3931
11.	Jeffrey and Spring Harriger	Adams	53-018-0-390	9029

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does authorize the acquisition of the aforementioned property.

Resolution to Trade Land for Campus Improvement

YR 2006-51

WHEREAS, Youngstown State University has identified an area surrounding the campus and within its Ohio Board of Regents (OBOR) boundary, which it seeks to acquire property, needed for the benefit of the University; and as to trade a parcel in Smoky Hollow not needed for future expansion, but to facilitate building expansion of Fireline, Inc.; and

WHEREAS, the following parcel is needed for campus improvement, and final approval is sought in accordance with the *University Guidebook*:

No.	Owner	Address	Parcel No.	Youngstown City Lot No.
1.	Fireline, Inc.	Adams	53-018-0-382	3956

WHEREAS, the following parcel is no longer needed for future University expansion and in a good neighbor policy it trades the following parcel for the above-mentioned property as authorized by House Bill 139 and section 3356.10 of the Ohio Revised Code:

No.	OWNER	ADDRESS	Parcel No.	Youngstown City Lot No.
1.	State of Ohio	Meadow Street	53-022-0-033	3951

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does authorize the trade of the aforementioned properties.

Resolution to Reaffirm Resolution YR 2002-28
Authorizing the Sale of Property to the Reuben McMillan Library

YR 2006-52

WHEREAS, the Youngstown State University Board of Trustees, at the September 28, 2001 meeting, adopted Resolution YR 2002-08 which authorized the sale/transfer of Youngstown City Lot Nos. 3687, 3688, 3689, 3690, 3691 and 3692 owned by the State of Ohio and Youngstown State University to the Reuben McMillan Library for the purposes of developing additional parking for the Library; and

WHEREAS, since the adoption of Resolution YR 2002-08 the State of Ohio enacted legislation, now contained in Ohio Revised Code Section 3356.10, which enables Youngstown State University to sell/transfer real estate in the area known as "Smoky Hollow" that is titled in the name of the State of Ohio and held for the use and benefit of Youngstown State University solely through the adoption of a resolution by the Board of Trustees; and

WHEREAS, Youngstown State University seeks to sell/transfer City Lot Nos. 3687, 3688, 3689, 3690, 3691 and 3692 to the Reuben McMillan Library pursuant to the requirements enumerated in Ohio Revised Code Section 3356.10;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby reaffirm Resolution YR 2002-08 authorizing the sale of the aforementioned property to the Reuben McMillan Library at fair market value as determined by an appraisal.

Mr. Bresnahan reported that the Audit Subcommittee met on June 8, 2006 and received reports regarding the university's internal procedures and approved a schedule and timeline for Fiscal Year 2007 internal audits.

Mr. Cagigas reported that the Investment Subcommittee met on June 1, 2006 and received a report from Hartland Associates, the university's investment advisors and from National City Bank.

4. Internal Affairs Committee.

The chairperson recognized Dr. Chordas who stated that he was pleased to report that board would be asked to ratify today the

tentative collective bargaining agreements reached with the YSU-APAS and YSU-FOP labor units. Dr. Chordas thanked the members of the bargaining teams representing the university and labor unions for their efforts in reaching the tentative agreements. Following Dr. Chordas' report, the chairperson recognized Mr. Pogue, chairperson of the Internal Affairs Committee, who stated that the committee was recommending seven resolutions for adoption by the board. There being no objections thereto, the chairperson declared the following resolutions adopted by general consent:

Resolution to Ratify
Faculty/Staff Appointments

YR 2006-53

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

WHEREAS, new appointments have been made subsequent to the March 17, 2006, meeting of the Board of Trustees; and

WHEREAS, such appointments are in accordance with the 2005-2006 Budget and with the University policy on Equal Employment Opportunity;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby ratify and confirm the appointments as listed in Exhibit H attached hereto.

Resolution to Authorize
Conferral of Emeritus Status

YR 2006-54

WHEREAS, the *Policies of the Board of Trustees* provide for the conferral of emeritus status upon faculty and professional/administrative staff who retire from the University following at least ten years of meritorious service and are recommended by the President of the University;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby authorize that those faculty and professional/administrative staff members listed in Exhibit I attached hereto are hereby granted the emeritus title designated thereon.

Resolution to Approve
Search Waivers for Strategic Hiring Policy

YR 2006-55

WHEREAS, the Institutional Policies are being reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the creation of the Institutional Policy governing Search Waivers for Strategic Hiring, policy number 2004.01 of the *University Guidebook*, shown as Exhibit J attached hereto.

Resolution to Ratify
Youngstown State University Association
Of Professional/Administrative Labor Agreement

YR 2006-56

WHEREAS, a tentative Agreement for July 1, 2006 through June 30, 2009 between Youngstown State University and the Youngstown State University Association of Professional/Administrative Staff has been negotiated; and

WHEREAS, the Agreement is guided by this Policy and is within the prescribed parameters;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Youngstown State University that the tentative Agreement between Youngstown State University and the Youngstown State University Association of Professional/Administrative Staff for the period July 1, 2006 through June 30, 2009, as shown in Exhibit K is hereby ratified; and

BE IT FURTHER RESOLVED, that the Board of Trustees commends both negotiating teams for the cordial, professional manner in which the negotiations were conducted.

Resolution to Ratify
The Fraternal Order of Police,
Ohio Labor Council, Inc., Collective Bargaining Agreement

YR 2006-57

WHEREAS, the three-year collective bargaining Agreement between the Fraternal Order of Police, Ohio Labor Council, Inc., (F.O.P.) and Youngstown State University expired on March 31, 2006; and

WHEREAS, collective bargaining between the F.O.P. and the University has proceeded in a mutually advantageous manner; and

WHEREAS, a tentative collective bargaining Agreement for the three-year period April 1, 2006 through March 31, 2009, has been reached between the F.O.P. and the University; and

WHEREAS, it is deemed to be equitable and in the best interest of the University to extend the same provisions of the Agreement to the three Lieutenants of the YSU Police Department excluded from collective bargaining; and

WHEREAS, the Agreement is guided by this Policy and is within prescribed parameters;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby ratify the collective bargaining Agreement, as shown in Exhibit L, between the F.O.P. and the University for the period April 1, 2006 through March 31, 2009.

Resolution of Appreciation
For Women's Outdoor Track and Field Team

YR 2006-58

WHEREAS, the Youngstown State University women's track and field team under the direction of Head Coach Brian Gorby won the 2006 Horizon League Women's Outdoor Track & Field Championship; and

WHEREAS, the Penguins won the Outdoor Track & Field Championship for the third consecutive year and fifth conference title in the past three years; and

WHEREAS, Youngstown State overcame a 26-point first-day deficit by scoring 163 points on the final day of competi-

tion to come from behind to beat UW-Milwaukee by 11 points (216-205) at the league meet held at Michael A. Carroll Track and Field Stadium in Indianapolis, Indiana, on May 11-12; and

WHEREAS, junior Danielle Bolt was named the Outstanding Running Performer of the meet, sophomore Bethany Anderson was named the Outstanding Field Performer of the meet, freshman Katie Betts was named the league's Running New-comer of the Year while Coach Gorby was tabbed the Women's Coach of the Year; and

WHEREAS, four student-athletes combined to win five individual titles as Danielle Bolt won the 100-meter dash, Bethany Anderson won the shot put and hammer throw, Satara Freeman won the 100-meter hurdles and Katy Williams won the discus; and

WHEREAS, the Penguins captured both relay crowns with Jeanna Cunningham, Bolt, Betts, and Yandeh Joh winning the 4x100-meter relay and Cunningham, Joh, Betts, and Kari Kreutzfeld winning the 4x400-meter relay; and

WHEREAS, Youngstown State had 30 top-five finishes, including runner-up placings by Betts in the 200 meters, Cunningham in the 400 meters, Lindsey Hill in the shot put, Jen Grayson in the heptathlon and high jump, Yandeh Joh in the long jump and 400-meter hurdles, Stephanie Jarvis in the pole vault and Jacqueline Clonch in the discus; and

WHEREAS, Coach Brian Gorby has directed the program to 14 conference track and field titles in his 13 years as the men's and women's indoor and outdoor track and field head coach;

NOW, THEREFORE, BE IT RESOLVED, the Board of Trustees of Youngstown State University congratulates the entire Women's Track & Field program on their 2006 Horizon League Outdoor Championship; and

BE IT FURTHER RESOLVED, that a copy of this Resolution be presented to the Department of Intercollegiate Athletics.

Resolution of Appreciation for Softball Team

YR 2006-59

WHEREAS, the Youngstown State University softball team under the direction of Head Coach Christy Cameron won the team's first-ever Horizon League Tournament Championship; and

WHEREAS, the Penguins defeated UIC 2-1 in the Championship game on May 13, 2006, at McCune Park in Canfield, Ohio, to earn the Horizon League's automatic qualification to the NCAA Regionals; and

WHEREAS, during the tournament, Youngstown State defeated third-seeded Detroit (12-3), seventh-seeded Wright State (6-4) and top seeded UIC (3-2) to advance to the Championship Game before beating the Flames for a second time (2-1); and

WHEREAS, senior shortstop Tiffany Patteson hit a walk-off home run in the bottom of the seventh inning of the final game to give the Penguins the championship; and

WHEREAS, sophomore designated player McKenzie Bedra was named the tournament's Most Valuable Player and Most Outstanding Offensive Player while freshman second baseman Allyse Ledford was named the Most Outstanding Defensive Player; and

WHEREAS, Bedra, Patteson and junior pitcher Karlie Burnell were named to the All-Tournament team; and

WHEREAS, Bedra had a .700 batting average with nine RBI, seven hits, six runs scored and three walks, while setting tournament records with five home runs and 22 total bases; and

WHEREAS, the Penguins played impressive defense not committing an error in 122 chances during the entire tournament; and

WHEREAS, Youngstown State became the third consecutive host school to win the event; and

WHEREAS, Youngstown State was selected to participate in the Ann Arbor Regional, hosted by the University of Michigan, beginning May 19; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University congratulates the entire Softball program on their Horizon League Championship; and

BE IT FURTHER RESOLVED, that a copy of this Resolution be presented to the Department of Intercollegiate Athletics.

ITEM VII - COMMUNICATIONS AND MEMORIALS

The board considered no communications or memorials.

ITEM VIII - UNFINISHED BUSINESS

The chairperson recognized the secretary to the board who stated that the Resolution to Amend the *Bylaws of the Board of Trustees of Youngstown State University* announced to the board by the Trusteeship Committee on March 18, 2005, has not been acted upon by the board. The chairperson recognized Mr. Cagigas who moved the adoption of the following Resolution to Amend the *Bylaws of the Board of Trustees of Youngstown State University*:

Resolution to Amend the
Bylaws of the Board of Trustees of Youngstown State University

YR 2006-60

WHEREAS, the Board of Trustees of Youngstown State University is a self-governing body established under Chapter 3356 of the Ohio Revised Code; and

WHEREAS, the Board of Trustees has adopted *Bylaws* regarding its governance and policies regarding its procedures; and

WHEREAS, the Board of Trustees has recently undertaken a review of its *Bylaws* and has determined that the *Bylaws* should be amended to eliminate language which has become obsolete.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby amend its *Bylaws* as follows:

1. Article III, Section 9, Paragraph B, Section 3, Subsection b., shall be revised to state:

b. To assist the Board in the exercise of its oversight responsibilities relating to those administrative departments and functions within the purview of the Finance and Facilities Committee, including but not limited to, the conduct, and scrutiny of the auditor's work product, of the annual audit, as well as any special audits, undertaken by (i) the University's internal auditor, (ii) external auditors, and (iii) state auditor. Auditor's work product includes findings, management letters, and all other relevant documentation.

2. Article II, Section 7, Paragraph A. shall be revised to eliminate Section (d) "Recommendations of the President," and to renumber the following sections accordingly.

BE IT FURTHER RESOLVED, that University administration is authorized and directed to take such actions as are necessary and appropriate to effect the amendment of the Board's *Bylaws*, including the republication of the *Bylaws* booklet.

ITEM IX - NEW BUSINESS

The board considered no new business.

ITEM X - ELECTION OF BOARD OFFICERS

The chairperson stated that in accordance with the board's *Bylaws*, at its regular meeting held March 17, 2005 the Trusteeship Committee reported its nominations for board officers for the year 2006-2007. The trusteeship committee's nominations are:

Chairperson	Mr. John L. Pogue
Vice Chairperson	Mr. Larry D. DeJane
Secretary	Mr. Franklin S. Bennett, Jr.

The chairperson recognized Dr. Garg who conducted proceedings for election of the board chairperson. Dr. Garg asked whether there were any additional nominations for the office of chairperson. There being no additional nominations for board chairperson, the trustees unanimously voted to elect Mr. John L. Pogue as board chairperson for the year 2006-2007. Dr. Garg then asked for additional nominations for the office of vice chairperson. There being no additional nominations, the trustees unanimously voted to elect Mr. Larry D. DeJane as board vice chairperson for the year 2006-2007. The chairperson then asked whether there were any additional nominations for the office of secretary to the board of trustees. There being no additional nominations, the trustees unanimously voted to elect Mr. Franklin S. Bennett, Jr. as secretary to the board for the year 2006-2007.

Outgoing chairperson Dr. Wang thanked the trustees for their support and confidence during the past year. Dr. Wang reviewed the accomplishments of the past year specifically noting the opening of the Andrews Wellness and Recreation Center. Dr. Wang noted that the Centennial Campaign is off to a strong start. Dr. Wang noted that contract negotiations are now complete with all four unions. Although negotiations were sometimes rocky, Dr. Wang stated that labor and management must now focus on the implementation of the Labor Management Panel's recommendations and working together to improve campus labor relations.

ITEM XI - TIME AND PLACE OF UPCOMING REGULAR MEETINGS

Upon motion duly made and seconded, which received the affirmative vote of all trustees present, the trustees resolved to set the following dates and times for the next regular meetings of the board:

3 p.m., Friday, September 29, 2006
3 p.m., Wednesday, December 13, 2006

3 p.m., Friday, March 16, 2007

ITEM XII - ADJOURNMENT

Upon motion duly made and seconded, the meeting was duly adjourned by unanimous vote of the trustees at 4:17 p.m.

Chairperson

ATTEST:

Secretary to the Board of Trustees

Dr. Sweet's PowerPoint Presentation:

Slide 1

**Annual Report
to the
Youngstown State University
Board of Trustees**

David C. Sweet
June 23, 2006

Slide 2

Overview

- Accomplishments Related to Core Values
 - Centrality of Students
 - Excellence and Innovation
 - Integrity and Human Dignity
 - Collegiality and Public Engagement
- FY07 Budget
- FY07 Goals

Slide 3

**Accomplishments Related to
Core Values**

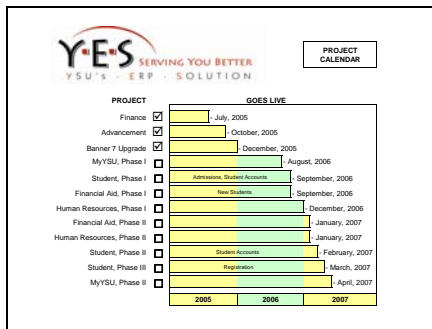
- **Centrality of Students**
 - New Academic Programs
 - Classroom Technology Upgrade
 - Recreation and Wellness Center
 - Student Leadership

Slide 4

Accomplishments Related to Core Values

- **Excellence and Innovation**
 - Accreditation Successes
 - Higher Learning Commission
 - NCAA Certification
 - Technology Master Plan

Slide 5



Slide 6

Accomplishments Related to Core Values

- **Integrity and Human Dignity**
 - Progress on Diversity
 - Collective Bargaining Negotiations
 - Response to Labor Panel

Slide 7

Accomplishments Related to Core Values

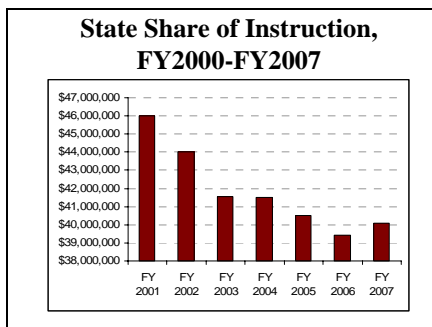
- **Collegiality and Public Engagement**
 - Campus Master Plan
 - Early College High School
 - Flad Pavilion
 - Planetarium

Slide 8

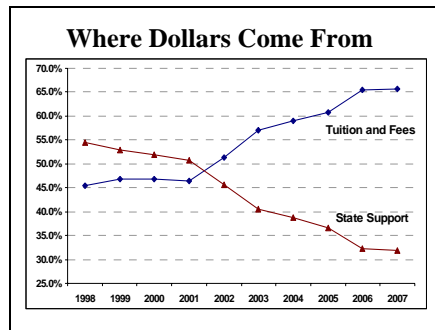
FY07 Budget

- **\$135,000,000**
 - 3.2% Increase over FY06
 - 4.2% General Rate of Inflation
- **10,220 FTE Enrollment**
- **5.75% Mandatory Fee Increase**

Slide 9



Slide 10



Slide 11

Ohio Public University Tuition and Fees, 2006-07

UNIVERSITY	2006-07 TUITION AND FEES
Miami	\$10,042
Cincinnati	\$9,381
Bowling Green	\$9,060
Ohio U.	\$8,847
Ohio State	\$8,667
Kent State	\$8,430
Akron	\$8,408
AVERAGE	\$8,008
Toledo	\$7,940
Cleveland State	\$7,838
Wright State	\$7,276
YSU	\$6,697
Shawnee State	\$5,832
Central State	\$5,294

NOTE: Shawnee State and Central State receive line item tuition subsidy

Slide 12

- ### FY07 Goals
- Higher Learning Commission Re-accreditation
 - Academic Affairs Strategic Plan
 - Key Vacancies
 - Labor Management Council

Slide 13

FY07 Goals

- Technology Master Plan and Banner Implementation
- Centennial Capital Campaign
- Campus Master Plan Priorities and Financing
- Kilcawley Student Center and Kilcawley House
- Community College Feasibility Study and Recommendation

Slide 14

FY07 Goals

- Implementation of the ERIP and Divisional Reorganization
- NCAA Recertification
- Develop a Long Range Budget Process
- Evaluate and Update the Enrollment Management Plan
- Diversity of the Student and Employee Populations



Subject: Disposition of Residual Funds from External Grants and Contracts
--

Developed by: Peter J. Kasvinsky	Authorized by: Robert K. Herbert
Title: Dean of Graduate Studies and Research	Title: Provost
Approved: April 2006	EFFECTIVE: July 1, 2006

Policy: Residual funds from external grants and contracts will be deposited in an account of the office of the dean(s) of the college(s) or head of unit/division from which the original proposal emanated, provided that the policies of the external agency permit such a disposition of unused funds.
--

RESOLUTION NUMBER: YR 2006-

Purpose: The intent of this policy is to ensure that all research grant/contract and other sponsored program funds received by the University are delegated to the general purpose for which the grant/contract was intended. Furthermore, because the ability of the University to reward faculty and staff for seeking external resources is limited, use of such residual funds to support research or other scholarly and service activities intended by the external agency, and sought by faculty/staff, will provide an additional discretionary resource to the colleges and/or other units/divisions as an incentive to seek additional external resources.

Definitions:

- “Agency” is any external organization, whether governmental or private, that awards a grant/contract or other sponsored program to the University. It does not include legislated funds for which no competitive application was made by the University.
- “College(s) and/or other units/divisions” include those academic colleges or other major departments/units (not in an academic college and usually supervised at an executive director or higher level) that prepared the original application for external funding to the funding agency.
- “General purpose for which the grant was intended” means that residual funds will be used to support research/scholarship, instruction, and/or service with the most general interpretation. It does not mean that the expenditure of funds will be used only for the specific purpose originally cited as a deliverable in the grant award.

Procedures:

- At the conclusion of an external grant or contract award from an agency, after all accounts have been reconciled, remaining funds will be transferred to an account in the office of the dean(s) of the college(s) and/or the head of the non-academic department/division that originally submitted the funding proposal.
- Grants/contracts made on a fixed price basis will not require additional agency verification that funds do not need to be returned. In other cases, where agency guidelines are unclear as to disposition of residual funds, written approval for disposition from the agency will be needed and obtained by the Principal Investigator/Project Director. Approval in written or electronic form is acceptable evidence of agency approval.
- Disposition of residual funds from completed/closed grant/contract or sponsored program accounts will be completed by the Office of Grants and Contracts Accounting within 90 days of grant closeout.
- If the project was collaborative between/among several non-academic units and/or colleges, the disposition of funds will be prorated according to the overall budget distribution as specified in the original/modified grant application. The Office of Grants and Sponsored Programs will determine the allocation for such distribution to the participating departments/colleges, with the approval of the Dean of Graduate Studies and Research, when informed by the Office of Grants Accounting that residual funds are available for distribution.
- Use of residual funds by the college(s) and/or department/division is discretionary to the dean (or non-academic department/unit head), but will normally support research, scholarship, education/training, and/or service. Deans (or non-academic department/unit heads) are encouraged to seek the advice of those individuals whose grant funds have contributed to the sponsored program/grant that generated the residual funds. Any dispute as to the appropriate use of such funds shall be decided by the Dean of Graduate Studies and Research. Funds shall be held in a restricted account.



NUMBER
1016.01
Revised

PAGE 1 of 9

UNIVERSITY GUIDEBOOK

Subject: Research Misconduct

Developed by:	Peter J. Kasvinsky	Authorized by:	Robert K. Herbert
Title:	Dean of Graduate Studies and Research	Title:	Provost
Approved:	1990		
Revised:	2000		
Revised:	2006	EFFECTIVE:	June 23, 2006

Policy: In accordance with the requirements of 42 CFR Part 93, Subpart A – C, “General, Definitions, and Responsibilities of Institutions,” the Board of Trustees of Youngstown State University does hereby establish the following policy respecting research misconduct.

RESOLUTION NUMBER: YR 1990-39; YR 2000-72; YR 2006 - XX

Purpose:

Among the basic principles of Youngstown State University are the pursuit of truth and the responsible exercise of academic freedom. From these principles derive such ideals and values as the freedom and openness of inquiry, academic honesty, and integrity in scholarship and teaching. The University affirms and honors the preservation, growth, and flourishing of these values throughout all its activities, including teaching and learning, research, scholarly inquiry, and creative scholarly endeavor. Accordingly, research misconduct is inimical to the concept of academic freedom and its responsible exercise. It is from this background that the Board of Trustees implements this policy for handling allegations of misconduct in research. This policy will be applied to all externally funded grants or sponsored programs at Youngstown State University.

Definitions:

Definitions used in this policy shall conform to those cited in 42 CFR Part 93:

- "Research misconduct" for purposes of this policy means fabrication, falsification, plagiarism in proposing, performing, or reviewing research, or in reporting research results.
- "Fabrication" is making up data or results and recording or reporting them.

Agenda Item E.1.d.
Exhibit B

- “Falsification” means the manipulating research materials, equipment, or processes, or changing or omitting data or results such that the research is not accurately represented by the research record.
- “Plagiarism” is the appropriation of another person’s ideas, processes, results, or words without giving appropriate credit.
- “Respondent” is the person against whom an allegation of research misconduct is made, or who is the subject of the research misconduct proceeding.

Nothing in these definitions shall be deemed to include honest error or differences in opinion as research misconduct.

Regulations:

- It is a violation of this policy for any member of the faculty, professional administrative staff, classified staff, individual working under an independent contract for services, or a student to engage in research misconduct, to retaliate against anyone making a good faith allegation of research misconduct, to obstruct the inquiry into or investigation of allegations of research misconduct, or to make other than in good faith allegations of research misconduct.
- Except as otherwise required by this policy or by Federal, State, or local law or regulation, it is a violation of this policy for any member of the faculty, administration, classified staff, providing services pursuant to an independent contract, or student body to violate the confidentiality of a proceeding under this policy.
- A finding of research misconduct under this policy requires that:
 1. There be a significant departure from accepted practices of the relevant research community; and
 2. The misconduct be committed intentionally, knowingly, or recklessly; and
 3. The allegation be proven by a preponderance of the evidence.

Procedures:

- Allegations:
 1. Any person, upon observing or having evidence of suspected research misconduct or believing specific actions, activities, or conduct constitutes research misconduct (as defined in “Definitions” above) may make an allegation. Such person contemplating making an allegation may, and is encouraged to, first discuss the contemplated allegation in absolute confidence and privacy with the Dean of Graduate Studies and Research as Authorized Institutional Official for research, grants and sponsored programs (Policy 1013.01), who will advise the person(s) about the procedures to be followed under this policy.
 2. An allegation of research misconduct may be through any means of communication. The disclosure may be by written or oral statement or other communication to an institutional official or, in the case of research funded by the US Department of Health and Human Services (HHS), to an HHS official, but it may not be anonymous. Anonymous allegations are by their nature made “*not* in good faith” under this policy.
 3. If an allegation of research misconduct is made to an institutional official, other than to the Dean of Graduate Studies and Research, details of the substance of the allegation shall be transmitted to the Dean in writing, within one working day. If the allegation is against the Dean of Graduate Studies and Research, it shall be transmitted to the Provost for disposition and the Provost will appoint an individual to act for the Dean of Graduate Studies and Research in implementing this policy.
 4. If the Dean of Graduate Studies and Research is in a conflict of interest situation, s/he shall be replaced in the proceedings by the appointment of a substitute by the Provost.
- Inquiry:
 1. Upon receiving a formal allegation of research misconduct, the Dean of Graduate Studies and Research will notify the person(s) against whom an allegation is made about the allegation. The person(s) about whom an allegation is made may have at their expense a representative of their choice present during any subsequent proceeding in which they may be asked or required to be involved.

2. Upon notifying the person(s) against whom an allegation is made, the Dean of Graduate Studies and Research will conduct an inquiry in order to determine whether or not an allegation or apparent instance of research misconduct warrants an investigation. In conducting this inquiry, the Dean of Graduate Studies and Research shall be responsible for gathering information and conducting initial fact finding to justify his/her decision about the need for a formal investigation. All materials such as research records, instrumentation, research documents, copies of publications, etc., which are necessary to conduct the research misconduct proceeding will be taken into the custody of the Dean of Graduate Studies and Research, inventoried, and sequestered in a secure manner. If access to evidence by users, other than the respondent, is required, documentation or other evidence will be copied to represent an accurate record of original evidence and the copies will be secured. The Dean of Graduate Studies and Research is responsible for preparing a written report that states what evidence was reviewed, summarizes interviews conducted, and includes the conclusions of the inquiry. The inquiry report will indicate whether an investigation is warranted. The respondent(s) may respond in writing with comments about any part of the inquiry report within ten (10) days of receipt of the inquiry report, and if they choose to make written comments, those comments shall be made part of the formal inquiry.
3. An inquiry must be completed within sixty (60) calendar days of its initiation unless circumstances warrant a longer period. If the inquiry takes longer than sixty (60) days to complete, the record of the inquiry shall include documentation of the reasons for exceeding such period. Results of the inquiry, including the inquiry report will be transmitted to both the individual(s) who made the original allegation and to the respondent.
4. The Dean of Graduate Studies and Research shall maintain sufficiently detailed documentation of inquiries to permit later assessment of the reasons for determining that an investigation was not warranted. Such records shall be maintained in a secure manner for a minimum period of seven (7) years after the termination of the inquiry, and shall, upon request, be provided to authorized Federal personnel having a valid reason to review the records contemplating the allegation about the appropriate processes and the procedures that must be followed under this policy once an allegation is made.

- Investigation

1. If the inquiry provides sufficient evidence that an investigation is warranted, the Dean of Graduate Studies and Research shall commence an investigation and, for Department of Health and Human Services supported research, inform the Office of Research Integrity within thirty (30) days of the completion of the inquiry.
2. The Dean of Graduate Studies and Research shall appoint an *ad hoc* committee of not less than three and not more than five tenured University faculty having appropriate substantive expertise to carry out a thorough and authoritative evaluation of the evidence bearing on alleged research misconduct. The Dean of Graduate Studies and Research shall also be responsible for obtaining individuals from outside the University community having appropriate substantive expertise to thoroughly and authoritatively evaluate evidence if such expertise is clearly not present within the University community or if a conflict of interest could arise from using a member of the University community to evaluate the evidence. No member of the *ad hoc* committee may have any relationship or past history with the respondent that could be considered a conflict of interest or prevent objective determination of a finding in the investigation. The Dean of Graduate Studies and Research shall appoint a chair of the *ad hoc* committee who will be responsible for writing the report of findings of the committee.
3. The investigation shall include examination of all documentation, including but not necessarily limited to relevant research data and proposals, laboratory or field notes, manuscripts, publications, correspondence, and memoranda of telephone calls. Whenever possible, interviews should be conducted with not only individuals involved in making the allegation and individuals against whom the allegation is made, but also any other individuals who might have information regarding key aspects of the allegation. Complete transcripts or recordings of these interviews should be prepared, provided to the interviewed party for comment and suggested revision, and included as part of the investigation record. Persons being interviewed pursuant to an investigation may have a representative of their choice present to advise them. If documents are required to complete the investigation, which have not already been sequestered, they will be requested from the Dean of Graduate Studies and Research by the *ad hoc* Committee Chair and the Dean will obtain them from the appropriate parties.

4. The *ad hoc* committee shall participate in the interviews of all parties involved in the investigation and shall prepare an institutional investigation report of its findings concerning evaluation and assessment of the evidence to the Dean of the School of Graduate Studies and Research. The institutional investigation report shall conform to the requirements of 42 CFR Part 93 in form and substance.
5. Using all available information, including the *ad hoc* committee institutional investigation report, the Dean of Graduate Studies and Research shall prepare a written summary of the investigation, which shall include an assessment of the extent to which the allegation of misconduct is substantiated by the evidence. If an allegation of misconduct is substantiated in whole or in part, the Dean of Graduate Studies and Research shall include in the written summary a recommendation concerning, without limitation, the following matters:
 - (a) Removal from involvement or activity on a particular project;
 - (b) Orderly termination of the entire research project;
 - (c) Suspension of privileges to submit external proposals for research support;
 - (d) Suspension of privileges to submit proposals for University Research Council support;
 - (e) Special monitoring of future work.

The Dean of Graduate Studies and Research shall provide copies of this summary and the institutional investigation report to the individual(s) against whom the allegations are made for comment and to the principal administrative officer of the area in which these individuals are employed. The persons who raised the allegations should also be provided with those portions of the report which address their role and opinions in the investigation. The Dean of Graduate Studies and Research shall maintain all documentation to substantiate the investigation's findings. Such records shall be maintained in a secure manner for a minimum period of seven (7) years after the termination of the inquiry, and shall, upon request, be provided to authorized Federal personnel having a valid reason to review the records contemplating the allegation about the appropriate processes and the procedures that must be followed under this policy once an allegation is made.

6. The investigation should be conducted and completed within one-hundred-twenty calendar days of its initiation, including report preparation, review and comment by subjects of the investigation, and submission of the report to required University and Federal officials. If the report cannot be completed within 120 days, and the report must be submitted to a cognizant Federal funding agency, then the Dean of Graduate Studies and Research shall submit a written request for extension of the 120 days to the cognizant Federal agency that includes an explanation of the delay, an interim progress report on the investigation, and an estimated completion date of the report and other necessary steps.

- Resolution

1. Misconduct

Upon receiving a Research Misconduct Investigation Report from the Dean of Graduate Studies and Research in which the allegation of misconduct is in whole or in part substantiated, the appropriate principal administrative officer shall be responsible for initiating applicable disciplinary proceedings in accordance with Board policy and/or provisions of an applicable collective bargaining agreement as appropriate. Appeal of disciplinary action is permitted in accordance with Board policy and/or provisions of an applicable collective bargaining agreement as appropriate. 2) Absence of Misconduct

If the results of the inquiry and/or investigation reveal that allegations of misconduct are not supported, then any party making an allegation or against whom an allegation is made and previously notified about the possibility of misconduct or the need to conduct an investigation should be informed of those findings in writing. In announcing a finding that the allegations are not supported, the Dean of Graduate Studies and Research should consult with the person(s) who were the subject of the allegations to determine (a) whether the announcement should be a public announcement and (b) what organizations beyond those initially informed should receive the information about the findings of no misconduct as a means to restore, repair, or reassure the reputation of those involved. The Dean of Graduate Studies and Research should normally be guided by whether or not a public announcement will be helpful or cause further harm in restoring the reputations of those against whom the allegations were made and should give weight to their views in determining which additional organizations, if any, should be notified.

REDLINE VERSION

NUMBER

1016.01

Revised

PAGE 1 of 8

UNIVERSITY GUIDEBOOK

Subject: Scientific Research Misconduct

ARTICLE III.

SECTION 35. SCIENTIFIC MISCONDUCT

Developed by:	Peter J. Kasvinsky	Authorized by:	Robert K. Herbert
Title:	Dean of Graduate Studies and Research	Title:	Provost
Approved:	1990		
Revised:	2000		
Revised:	2006	EFFECTIVE:	June 23, 2006

Policy: In accordance with the requirements of 42 CFR Part 5093, Subpart A, “ – C, “General, Definitions, and Responsibilities of Awardee and Applicant Institutions for Dealing With and Reporting Possible Misconduct in Science,” the Board of Trustees of Youngstown State University does hereby establish the following interim policy respecting scientific research misconduct.

35.1

RESOLUTION NUMBER: YR 1990-39; YR 2000-72; YR 20065 - XX

Purpose:

Among the basic principles of Youngstown State University are the pursuit of truth and the responsible exercise of academic freedom. From these principles derive such ideals and values as the freedom and openness of inquiry, academic honesty, and integrity in scholarship and teaching. The University affirms and honors the preservation, growth, and flourishing of these values throughout all its activities, including teaching and learning, research, scholarly inquiry, and creative scholarly endeavor. Accordingly, scientific research misconduct is inimical to the concept of academic freedom and its responsible exercise. It is from this background that the Board of Trustees implements this policy for handling allegations of misconduct in research. This policy will be applied to all externally funded grants or sponsored programs at Youngstown State University.

“Scientific Definitions:

Definitions used in this policy shall conform to those cited in 42 CFR Part 93:

~~35.2~~ • "Research misconduct" for purposes of this policy means (a) fabrication, falsification, plagiarism in proposing, performing, or other practices that violate accepted standards of honesty within the academic and scientific communities for proposing, conducting, presenting, reviewing research, or in reporting the research results of research, scholarly inquiry, or creative scholarly endeavors; (b) material failure to comply with Federal, State, or local laws or regulations for protection of researchers, human subjects, or the public, or for ensuring the welfare of laboratory animals; or (c) failure to comply with other material legal requirements governing research.

~~35.3~~ Definitions

- ~~(A) "Fabrication" means the creation of nonexistent or fictitious~~ making up data or results and recording or reporting them.
- ~~(B) "Falsification" means the manipulation or alteration of data for the creation or reporting of false results~~ "Falsification" means the manipulating research materials, equipment, or processes, or changing or omitting data or results such that the research is not accurately represented by the research record.

~~(C) "Plagiarism" means representing the words, ideas, or methods of another person as one's own.~~

~~(D) "Other Practices" that violate accepted standards of honesty include but are not limited to:~~

~~1) Selective reporting or omission of conflicting data;~~

~~2) Gross negligence in collecting or analyzing data;~~

~~3) Improper use or release of ideas or data that have been received with the expectation that confidentiality will be preserved in accordance with applicable law;~~

~~4) Stealing, destroying, or taking or using without permission the property of others or products or research produced by others, such as data, equipment, supplies, computer programs, notes and records, manuscripts, or specimen collections.~~

~~Nothing in these definitions shall be deemed to include honest error, honest omission or oversight, or honest differences in interpretations or judgments of data.~~

- "Plagiarism" is the appropriation of another person's ideas, processes, results, or words without giving appropriate credit.

- “Respondent” is the person against whom an allegation of research misconduct is made, or who is the subject of the research misconduct proceeding.

Nothing in these definitions shall be deemed to include honest error or differences in opinion as research misconduct.

Regulations:

- (A) It is a violation of this policy for any member of the faculty, professional administrative staff, classified staff, individual working under an independent contract for services, or a student to engage in ~~scientific~~ research misconduct, to retaliate against anyone making a good faith allegation of research misconduct, to obstruct the inquiry into or investigation of allegations of ~~scientific~~ research misconduct, or to make other than in good faith allegations of ~~scientific~~ research misconduct.
- (B) Except as otherwise required by this policy or by Federal, State, or local law or regulation, it is a violation of this policy for any member of the faculty, administration, classified staff, providing services pursuant to an independent contract, or student body to violate the confidentiality of a proceeding under this policy.

NUMBER

- A finding of research misconduct under this policy requires that:
 1. There be a significant departure from accepted practices of the relevant research community; and
 2. The misconduct be committed intentionally, knowingly, or recklessly; and
 3. The allegation be proven by a preponderance of the evidence.

Procedures:

- (A) Allegations:
 - 1) Any person, upon observing or having evidence of suspected ~~scientific~~ research misconduct or believing specific actions, activities, or conduct constitutes ~~scientific~~ research misconduct (as defined in section 35.2 “Definitions” above) may make an allegation. Such person contemplating making an allegation may, and and is encouraged to, first discuss the the contemplated

allegation in absolute confidence and privacy with the Dean of the ~~School of Graduate Studies and Research~~ as Authorized Institutional Official for research grants and sponsored programs (Policy 1013.01), who will advise the person(s) ~~contemplating the allegation about the appropriate written form for the allegation and the procedures that must~~ to be followed under this policy once an allegation is made.

- 2). ~~An allegation of scientific research misconduct is not made unless and until it is received in writing by the Dean~~ may be through any means of the School of Graduate Studies and Research communication. The disclosure may be by written or oral statement or other communication to an institutional official or, in the case of research funded by the US Department of Health and Human Services (HHS), to an HHS official, but it may not be anonymous. Anonymous allegations are by their nature made "*not in good faith*" under this policy.

~~(B) — Inquiries~~3. If an allegation of research misconduct is made to an institutional official, other than to the Dean of Graduate Studies and Research, details of the substance of the allegation shall be transmitted to the Dean in writing, within one working day. If the allegation is against the Dean of Graduate Studies and Research, it shall be transmitted to the Provost for disposition and the Provost will appoint an individual to act for the Dean of Graduate Studies and Research in implementing this policy.

- 1) ~~Upon receiving a formal allegation of scientific misconduct, the Dean of the School~~4. If the Dean of Graduate Studies and Research is in a conflict of interest situation, s/he shall be replaced in the proceedings by the appointment of a substitute by the Provost.

• Inquiry:

1. Upon receiving a formal allegation of research misconduct, the Dean of Graduate Studies and Research will notify the person(s) against whom an allegation is made about the allegation. The person(s) about whom an allegation is made may have at their expense a representative of their choice present during any subsequent proceeding in which they may be asked or required to be involved.
- 2). ~~Upon notifying the person(s) against whom an allegation is made, the Dean of the School of Graduate Studies and Research~~ will conduct an inquiry in order to determine whether or not an allegation or apparent instance of ~~scientific research~~ misconduct warrants an investigation. In conducting this inquiry, the Dean of the ~~School of Graduate Studies and Research~~ shall be responsible for gathering information and conducting initial fact finding to justify his/her decision about the need for a formal investigation. ~~The Dean of the School of Graduate Studies and Research is responsible for preparing a written report that~~ All materials such as research records, instrumentation, research documents, copies of publications, etc., which are necessary to conduct the research misconduct proceeding will be taken into the custody of the Dean of Graduate Studies and Research, inventoried, and

sequestered in a secure manner. If access to evidence by users, other than the respondent, is required, documentation or other evidence will be copied to represent an accurate record of original evidence and the copies will be secured. The Dean of Graduate Studies and Research is responsible for preparing a written report that states what evidence was reviewed, summarizes interviews conducted, and includes the conclusions of the inquiry. ~~They~~The inquiry report will indicate whether an investigation is warranted. The respondent(s) may respond in writing with comments about any part of the inquiry report within ten (10) days of receipt of the inquiry report, and if they choose to make written comments, those comments shall be made part of the formal inquiry.

3). An inquiry must be completed within sixty (60) calendar days of its initiation unless circumstances warrant a longer period. If the inquiry takes longer than sixty (60) days to complete, the record of the inquiry shall include documentation of the reasons for exceeding such period. Results of the inquiry, including the inquiry report will be transmitted to both the individual(s) who made the original allegation and to the respondent.

4). The Dean of the ~~School of~~ Graduate Studies and Research shall maintain sufficiently detailed documentation of inquiries to permit later assessment of the reasons for determining that an investigation was not warranted. Such records shall be maintained in a secure manner for a minimum period of ~~at least three (3)~~ seven (7) years after the termination of the inquiry, and shall, upon request, be provided to authorized Federal personnel having a valid reason to review the records: contemplating the allegation about the appropriate processes and the procedures that must be followed under this policy once an allegation is made.

• (C) — Investigation

1). If the inquiry provides sufficient evidence that an investigation is warranted, the Dean of the ~~School of~~ Graduate Studies and Research shall commence an investigation and, for Department of Health and Human Services supported research, inform the Office of Research Integrity within thirty (30) days of the completion of the inquiry.

2). The Dean of the ~~School of~~ Graduate Studies and Research shall appoint an *ad hoc* committee of not less than three and not more than five tenured University faculty having appropriate substantive expertise to carry out a thorough and authoritative evaluation of the evidence bearing on alleged ~~scientific~~ research misconduct. The ~~Dean of the School of~~ Graduate Studies and Research shall also be responsible for obtaining individuals from outside the University community having appropriate substantive expertise to thoroughly and authoritatively evaluate evidence if such expertise is clearly not present within the University community or if a conflict of interest could arise from using a member of the University community to evaluate the evidence. No member of the ad hoc committee may have any relationship or past history with the ~~thoroughly and authoritatively evaluate evidence if such expertise is~~

~~clearly not present within the University community or if a conflict of interest could arise from using a member of the University community to evaluate the evidence.~~
respondent that could be considered a conflict of interest or prevent objective determination of a finding in the investigation. The Dean of Graduate Studies and Research shall appoint a chair of the *ad hoc* committee who will be responsible for writing the report of findings of the committee.

- 3). The investigation shall include examination of all documentation, including but not necessarily limited to relevant research data and proposals, laboratory or field notes, manuscripts, publications, correspondence, and memoranda of telephone calls. Whenever possible, interviews should be conducted with not only individuals involved in making the allegation and individuals against whom the allegation is made, but also any other individuals who might have information regarding key aspects of the allegation. Complete summaries transcripts or recordings of these interviews should be prepared, provided to the interviewed party for comment and suggested revision, and included as part of the investigation record. Persons being interviewed pursuant to an investigation may have a representative of their choice present to advise them. If documents are required to complete the investigation, which have not already been sequestered, they will be requested from the Dean of Graduate Studies and Research by the *ad hoc* Committee Chair and the Dean will obtain them from the appropriate parties.
- 4). The *ad hoc* committee shall participate in the interviews of all parties involved in the investigation and shall prepare an institutional investigation report of its findings concerning evaluation and assessment of the evidence to the Dean of the School of Graduate Studies and Research in a written report. The institutional investigation report shall conform to the requirements of 42 CFR Part 93 in form and substance.
- 5). Using all available information, including the *ad hoc* committee institutional investigation report, the Dean of the School of Graduate Studies and Research shall prepare a written reportsummary of the investigation, which shall include an assessment of the extent to which the allegation of misconduct is substantiated by the evidence. If an allegation of misconduct is substantiated in whole or in part, the Dean of the School of Graduate Studies and Research shall include in the written investigation reportsummary a recommendation concerning, without limitation, the following matters;
 - (a) Removal from involvement or activity on a particular project;
 - (b) Orderly termination of the entire research project;
 - (c) Suspension of privileges to submit external proposals for research support;

(d) Suspension of privileges to submit proposals for University Research Council support;

(e) Special monitoring of future work.

The Dean of the ~~School of Graduate Studies and Research~~ shall provide copies of this summary and the institutional investigation report to the individual(s) against whom the allegations are made for comment and to the principal administrative officer of the area in which these individuals are employed. ~~If they can be identified, the~~ The persons who raised the allegations should also be provided with those portions of the report which address their role and opinions in the investigation. The Dean of the ~~School of Graduate Studies and Research~~ shall maintain all documentation to substantiate the investigation's findings. Such records shall be maintained in a secure manner for a minimum period of seven (7) years after the termination of the inquiry, and shall, upon request, be provided to authorized Federal personnel having a valid reason to review the records contemplating the allegation about the appropriate processes and the procedures that must be followed under this policy once an allegation is made.

6) ~~The~~ investigation should be conducted and completed within one-hundred-twenty calendar days of its initiation, including report preparation, review and comment by subjects of the investigation, and submission of the report to required University and Federal officials. If the report cannot be completed within 120 days, and the report must be submitted to a cognizant Federal funding agency, then the Dean of the ~~School of Graduate Studies and Research~~ shall submit a written request for extension of the 120 days to the cognizant Federal agency that includes an explanation of the delay, an interim progress report on the investigation, and an estimated completion date of the report and other necessary steps.

~~(A)~~ • Resolution

1) Misconduct

Upon receiving a ~~Scientific Research~~ Misconduct Investigation Report from the Dean of the ~~School of Graduate Studies and Research~~ in which the allegation of misconduct is in whole or in part substantiated, the appropriate principal administrative officer shall be responsible for initiating applicable disciplinary proceedings in accordance with Board policy and/or provisions of an applicable collective bargaining agreement as appropriate. Appeal of disciplinary action is permitted in accordance with Board policy and/or provisions of an applicable collective bargaining agreement as appropriate. ~~in which the allegation of misconduct is in whole or in part substantiated, the appropriate principal administrative officer shall be responsible for initiating applicable disciplinary proceedings in accordance with Board policy and/or provisions of an applicable collective bargaining agreement as appropriate.~~

2) Absence of Misconduct

If the results of the inquiry and/or investigation reveal that allegations of misconduct are not supported, then any party making an allegation or against whom an allegation is made and previously notified about the possibility of misconduct or the need to conduct an investigation should be informed of those findings in writing. In announcing a finding that the allegations are not supported, the Dean of the ~~School of Graduate Studies and Research~~ should consult with the person(s) who were the subject of the allegations to determine (a) whether the announcement should be a public announcement and (b) what organizations beyond those initially informed should receive the information about the findings of no misconduct as a means to restore, repair, or reassure the reputation of those involved. The Dean of the ~~School of Graduate Studies and Research~~ should normally be guided by whether or not a public announcement will be helpful or cause further harm in restoring the reputations of those against whom the allegations were made and should give weight to their views in determining which additional organizations, if any, should be notified.

Notification to Federal Agencies

- ~~(A) The Dean of the School of Graduate Studies and Research shall immediately~~ notify the cognizant Federal funding agency and the Office of Research Integrity if at any time during an inquiry or investigation conducted under this policy it is determined that any of the following conditions exist:

- ~~1) There. Health or safety of the public is an immediate health hazard involved;~~
- ~~2) There is at risk, including an immediate need to protect Federal funds or equipment~~ human or animal subjects;
2. Research activities should be suspended;
- ~~3) Federal or Department of Health and Human Services resources or interests are threatened;~~
4. There is an immediate need to protect the interests of the person(s) making those involved in the allegations or of the individual(s) who is the subject of the allegations as well as his/her co-investigators and associates, if any research misconduct proceedings;
- ~~4) 5. It is probable that the alleged incident is going to be reported publicly prematurely, in order to protect the rights of those involved and to safeguard evidence;~~
- ~~5) 6. There is a reasonable indication of possible violations of civil or criminal violation. In that instance, notification of the cognizant Federal agency must occur within twenty four (24) hours of obtaining that information.~~ law;

~~(B)~~ 7. The research community or public should be informed

- When alleged misconduct involves employees or students conducting research supported by Federal agency sponsors, additional agency notification requirements apply, as follows:
 - 1). When, on the basis of an inquiry, it is determined that an investigation is warranted, the Dean of the ~~School of Graduate Studies and Research~~ shall notify the cognizant Federal funding agency in writing on or before the date the investigation begins that an investigation is being commenced. The notification should inform the cognizant Federal agency at a minimum of the name of the person(s) against whom the allegation(s) have been made, the general nature of the allegation(s), and the Federal grant application(s) or award(s) involved.
 - 2). The Dean of the ~~School of Graduate Studies and Research~~ must submit the final report of an investigation to the cognizant Federal funding agency if the investigation concerns research being supported by Federal funds. This report to the cognizant Federal agency must describe the policies and procedures under which the investigation was conducted, how and from whom information relevant to the investigation was obtained, the findings, and the basis for the findings. It must include the actual text or an accurate summary of the views of any individual(s) found to have engaged in misconduct, as well as a description of any sanctions or corrective actions taken by the University.

RESOLUTION NUMBER: ~~YR 1990 39; YR 2000 72~~

Youngstown

STATE UNIVERSITY

UNIVERSITY GIFTS EXECUTIVE SUMMARY JANUARY - MARCH 2006

	Number of Gifts	Amount
ALUMNI RELATIONS		
Cash-One Year Single & Joint Members	261	\$8,270.00
Cash-Four Year Single & Joint Members	48	4,455.00
Cash-Single & Joint Life Members	14	2,900.00
Cash Contributions	0	0.00
Total Cash	323	\$15,625.00
Non-Cash	0	0.00
Total Alumni Relations	323	\$15,625.00
UNIVERSITY DEVELOPMENT		
Major Gifts		
President's Council - \$100,000 and Above	1	\$150,000.00
Heritage Society - \$10,000-\$49,000	5	156,035.49
Planned Gifts	0	\$0.00
Annual Fund		
Centennial Club - \$1,000-\$9,999	32	86,428.23
YSU Circle - \$500-\$999	29	16,035.20
YSU Friends - \$1-\$499	1018	54,913.16
Total Pledged Cash	1085	\$463,412.08
Non-Cash	50	11,516.05
Total University Development	1135	\$474,928.13
WYSU-FM		
\$1,000 - \$4,999	1	1,000.00
\$500 - \$999	4	2,000.00
Below \$500	494	35,640.92
Total Pledged Cash	499	\$38,640.92
Non-Cash	0	0.00
Total WYSU-FM	499	\$38,640.92
TOTAL GIFTS		
Grand Total Gifts	1957	\$529,194.05

Youngstown

STATE UNIVERSITY

ALUMNI RELATIONS CASH CONTRIBUTIONS BY RANK

One Year Single and Joint Members

James Adams
David Aldan
Deborah Alexander & Lou Barranti
Carolyn Anderson
Emmanuel Angelis
Carl & Karen Ansevin
Herbert & Betty Armstrong
Luis Arroyo
Louise Aurilio
Maruf & Sherry Awad
Robert & Linda Bacha
Matthew Banjo
Joseph & Joann Barak
Sally Barnes
Adeline Barone
Herbert & Mary Bartelmay
Steven Beckman
Andrea Bero
Stacy Blasko
Kenneth Blazina
Terence Blevins
Deborah Bolton
Mary Boyd
Douglas & Anita Brodnan
Andrew Budd
Amanda Burnett
Phillip & Patricia Butto
James Cain
James Calkins
Robert Campolito
Kenneth Carano
Alanna Card
Eileen Catanzaro
Gerard Cerimele
Richard Chance
James Chlebus
Francis & Roberta Cirelli
Philip Comer
William Cook
Darlene Corfman

John & Judy Cragel
Terry Cresanto
Delores Crisucci
Dale Cunningham
Gregory & Nikki Cvetkovic
Robert & Terri Dance
Jennifer Deem
Darlene Demjen
Mark Derthick
Sylvia Difrangia
Ben Dirienzo
Tadeusz Domanski
Robert Dombrowe
Joseph Donofrio
D. Pauline Downey
Lawrence Drombetta
Brian Duchnak
Garry Dunn
Victor Dunn
Daniel Durkin
Thomas Dzur
John Edl
David Edwards
Allen Ehas
Janet Elias
William Elliott
James Essad
Alexander & Kathleen Esseniyyi
Margaret Felton
Christine Filip
Arlene Floyd
Robert Foster
Chris Gabrick
Frank Gaetano
Michele Gaetano
Regis Geisler
Linda Catterson Halls Gerken
Ronald Ghizzoni
Barry Giber
Anthony Gioppo

Greg & Mary Gonda
Anthony Gorant
Francis Gottron
Ruby Graham
J. Kenneth Gran
Lynn Griffith
Jennifer Grist
Judith Gross
Jack & Dorothy Gruber
Adam Guerrieri
David Gundry
Dolores Habowski
Daniel Hackett
Madeleine Haggerty
Jack Haims
Kathryn Hall
Richard & Mary Hanuschak
Andrew Harakal
Gregg Harding
Marie Hardy
Jaye Harris
James Harvey
Theresa Hickey
Richard & Judith Hideg
Richard & Marlene Hill
Larry Hinks
Mark & Aprile Hoffman
Michael Hoffman
Lisa Hosack
Josephine Houser
Thomas Houser
Lashawn Hull
Thomas & Melanie Garrett Inman
Joseph Ivan
Robert Iwaskey
Louis & Geri Jacquet
Timothy James
John Janosik
Donald Jones
Troy Kahler
Nancy Kayne
Thomas Kellogg
Mildred Klapack
Werner & Patricia Kling
William B. Kohuth
Kathleen Kovach

Stephen LaCivita
Virginia Ladig
Frank Langosh
James Lanzo
Alan & Mary Leo
Mark Leskovec
Merle Linsenbigler
Jessica Logan
Diane Long
James & Marjorie Lowery
Jay Luteran
Barbara Lyras
Robert & Claranne Marchese
John & Lucille Marino
Fred & Arleen Marinucci
Anthony Mastrangelo
Michael McBride
Patty McCabe
Louise McCombs
Michael McDonagh
Clarabel McDuffie
Anthony Mehle
Stephen Mehlo
Aleida Melendez
Glays Melnick
Myrtle Merrill
Gary & Linda Miller
Karen Miller
John Mills
Laurie Mills
Thomas & Suzanne Miranda
Anthony Mitzel
Elaine Morgan
Vincent Morgione
Jeanne Morrissey
Richard Muntean
Pollyanna Ketchem-Myers
Pete Nalbach
Kathy Naples
Anthony & Margaret Napoli
Lawrence & Anita Napolitan
Domenic Nigro
Benjamin & Dolores Oles
William Padisak
Jennifer Pangio
Rubena Papakirk

Pamela Paris
Dennis & Beverly Parks
Judith Patmon
Rose Patris
Robin Patton
Michelle Perez
Georgette Peters
Lori Peters
Thomas & Phyllis Pfahles
Timothy & Sonia Philbin
Sandra Pintarie
Julie Plckan
Helen Polombi
John Poponyak
Thomas Poston
John & Judith Poulson
Christopher Prime
Bonita Puncekar
Larrie Puraty
Rochele Rager
Mary Ramovs
Raymond Raschilla
Thomas Reebel
James Reese
Anthony Reitano
Sara Revetti
Kathleen Richter
Anthony Rocci
Marie Roller
Judy Roth
Michael & Mary Jane Roth
Laura Rothermel
Eugene & Lorraine Santoro
Chelsey Santucci
Joanne Schell
Daniel Schneider
Sharon Schroeder
F. William Scragg
Patricia Sekola
Jeffry Sheridan
Mary Jo Sikora
Melissa Sims
George & Cynthia Siva
Cynthia Skinner

Robert Skruck
Gloria Slocum
Angela Small
Bernielou Smolen
Paul Snyder
Joette Sokol
Betty Spence
David Spies
Del Stamm
Shannon Stevens
Gary Stevenson
Alan Stiver
Earl Stringer
Anthony & Laura Sylvester
Alan Tatalovich
Paul Terlesky
Tricia Terlesky
John Texter
Daniel Thomas
David Thomas
Edwin Thompson
Robert Thornburg
Joseph Toti
Shaun & Kara Totten
John & Kay Tudhope
Gregory VanValien
Robert Vansuch
Anthony Verostko
Diane Vettori
Margaret Voytilla
Louis Waleff
Daniel Wargo
Susan Watson
Sharon Weems
J. Richard & Patricia Will
Robert Williams
Kenneth Wilson
Terry Wittenauer
Thomas Wolanski
Jennifer Wozniak
Keiva Wyatt
Jaime Yohman
Robert Zajack
Val Zampedro

Total One Year Single and Joint Members:

\$8,270.00

Four Year Single and Joint Members

Bette Angstadt
Vilma Kolacz Belanger
Harry & Patricia Benetis
Germaine Bennett
William & Joyceann Bresnahan
Michael Brill
Marykaye Carlson Bunyoff
David Carson
Robert Coller
Frank Daloisio
Elvera DeMatteis
Ray A. Didonato
Cynthia Dobran
Kent Engelhardt & Beth Ann Hargreaves
Laddie & Shirley Fedor
Nicholas & Stephanie Gallo
Kenneth & Caroline Goldsboro
Kirby Hartman
Andrew & Katherine Hornyak
Cheryl James
David & Terrie Konik
Frank Konya, Jr.
Fredrick Krolopp
Carole Listiak

Robert & Bonnie Lohr
Robert Lundeen
Spyros & Georgia Macris
Robert Masters
Matthew & Lori Mercer
Damian Pecchia
B. John Pierog
Elsie Rhodes
Pamela Riley
George Sabel
C. Jean Schwartz
Mary Seminara
Brian Shapona
Brent Shipe
Anthony & Kristine Siciliano
Richard & Dorothy St. Clair
Robert & Margaret Stephens
Gloria Tribble
Thomas & Marianne Vaughn
David & Josephine Vogel
Paul E. Weiland
Jerome Yablonkai
John Yoder & Stephen Ley
Hong Zhang

Total Four Year Single and Joint Members: \$4,455.00

Single and Joint Life Members

John & Stella Camuso
Raymond Capots
Nolan Cubellis
Marla Dull
Irene S. Fedak
James Gibson
William Jacobs

Christina Kopcsos
Ralph LaCivita
Donald & Leslie Lewis
Dennis & Diane Pascarella
Kathleen Roof
Howard Rundell
Richard Scott

Total Single and Joint Life Members: \$2,900.00

Youngstown

STATE UNIVERSITY

UNIVERSITY DEVELOPMENT PLEDGED CASH CONTRIBUTIONS BY RANK

MAJOR GIFTS

<i>Donor</i>	<i>Amount</i>	<i>Designation</i>
President's Council - \$100,000 and Above		
Marion G. Resch Foundation	\$150,000.00	Special Need Based Scholarship
Heritage Society - \$10,000-\$49,999		
Mr. Merton J. Bartelmay, Sr.	\$41,538.44	Centennial Campaign for WCBA
Estate of Ellman M Goodman	\$42,497.05	College for Over Sixty Endowment
Key Bank	\$12,000.00	Diversity Magazine
Marion G. Resch Foundation	\$25,000.00	Resch Scholars Program
John & Janie Scott	\$10,000.00	Jack & Rose Scott Scholarship
Dr. Thomas A. Shipka	\$25,000.00	Dr. Thomas & Albert Shipka Speakers Fund Endowment
Total Major Gifts Pledged Cash Contributions: \$306,035.49		

ANNUAL FUND

Centennial Club - \$1,000-\$9,999

Dr. James H. & Nathalie Andrews	The Mahoning River Consortium
Austintown Local Schools	Ronald McDonald House Charities
Dr. Dominic A. & Helen M. Bitonte	Ohio State Association of Nurse Anesthetists, District 9
Mrs. Anne K. Christman Fund	Parker Hannifin Corporation
Drs. Les & Lin Cochran	Mr. Edward J. Reese
Mr. & Mrs. Troy Allen Cross	Rotary Club of Youngstown
Ms. Frances Crowther	Schwebel Family Foundation
Daimler Chrysler Corporation Fund	Dr. Ronald Shaklee
Mrs. Donna Esterly	Ski Builders Associates, LLC
General Motors Lordstown	The Arnold D. Stambaugh Memorial Trust
Home Savings & Loan	Dr. & Mrs. David C. Sweet
IBM Corporation	Tri-County Journalism Association
Mr. Bernard J. Kosar, Sr.	The Vindicator Printing Company, Inc.
Dr. Saul Lerner	Raymond John Wean Foundation
Ms. Jocelyne F. Linsalata	Youngstown City Schools
Mrs. Emily Mackall	
Mahoning County Bar Association	

YSU Circle - \$500-\$1000

Mr. John L. Asimakopoulos	Prof. Alfred & Dr. Virginia Bright
Drs. Dean & Darlene Ball	Compco Industries
Dr. Servio T. Becerra	Dr. Ivania delPozo & Mr. Leonard Antal

Mr. John F. Diegelman
Ms. Denise A. Donnan
Fifth Third Bank
Mr. & Mrs. Thomas A. Finnerty, Jr.
Fireline, Inc.
First Energy Foundation
Mr. Samuel W. Grooms
Mr. Richard J. Hill
Mr. Lee R. Hively, Jr.
Ms. Maxine J. Houck
Illinois Tool Works Foundation
Mr. Robert C. Johnson

YSU Friends - \$1-\$500

Mr. Bryan A. Abeid
Ms. Loraine C. Abernathy
ACA Engineering, Inc.
Mr. Alexander A. Adams
Ms. Harriet Aivazis
AK Steel Corporation
Mr. Ronald W. Albert
Mrs. F. Nelle Alderfer
Ms. Marcy L. Alexander
Mr. Salvatore G. Aliberti
Ms. Diane M. Allchin
Mrs. Denise A. Allen
Altrusa International of Youngstown
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 Dr. John D. Usis
 Ms. Susan R. Vadino
 Ms. Denise K. Vanaman
 Thomas & Marianne Vaughn
 Brian & Melissa Vaupel
 Frank & Jackie Venzeio
 Mr. Andrew F. Verbosky, Jr.
 Mr. Ronald J. Vesely
 Mr. Angelo R. Vitullo
 Ms. Diane E. Volosin
 Charles & Deborah Wack
 Ms. Susan D. Wagner
 Thomas, Jr. & Nancy Wagner
 Mr. Thomas P. Wakefield
 Mr. Louis M. Waleff
 Ms. Harriett Walker
 Ms. Rosemary V. Walker
 Joyce Ruzich Wallace
 Dr. Bruce N. Waller
 Ms. Natalie J. Wardle
 Mr. David M. Watson
 Mr. William J. Wayland
 Sharon & Randall Weems
 Justine K. Weintz

Ms. Paula K. Wells
 Ms. Sybil A. West
 Western Reserve Local School District
 Mr. Bruce D. White
 Ms. Gwendolyn I. Williams
 Mr. William J. Williams
 Mr. William L. Williams
 Ms. Nancy A. Williamson
 Ms. Karen A. Willshaw
 Mr. Frederick W. Wilson
 Ms. Rosemary A. Wilson
 Mr. James L. Winger
 Ms. Patricia Trucksis Winkler
 WM Kramer & Sons, Inc.
 Ms. Jennie M. Wood
 Mr. Scott T. Wood
 Ms Shirley C. Woods
 Joni & Timothy Woofter
 Mr. Raymond C. Wright
 Dr. Robert M. Wright
 Ms. Alice M. Wynn
 Xerox Corporation
 David & Cynthia Yakubovic
 David & Margaret Yeager
 Mr. David J. Young
 Mr. Kenneth E. Young
 John & Patricia Yozwiak
 Col. Robert J. Yuhas
 Mr. John R. Zahner
 Mr. Michael P. Zappa
 Robert & Catherine Zastany
 Dr. & Mrs. Gary A. Zipay
 Mr. James E. Zurawick
 Kenneth & Jeanne Zuzik
 Betty & Michael Zwick

Total Annual Fund Pledged Cash Contributions: \$157,376.59

NON-CASH CONTRIBUTIONS

<i>Donor</i>	<i>Amount</i>	<i>Designation</i>
Ms. Lynn Anderson	\$125.00	Smarts Fundraiser
Barnes & Noble, Inc.	\$122.00	Smarts Fundraiser
Ms. Amanda M. Beagle	\$400.00	Smarts Fundraiser
Boardman Massage Solutions	\$60.00	Smarts Fundraiser

Boardman Steel, Inc.	\$1,046.00	Intercollegiate Athletics
Ms. Melinda S. Bowen-Houck	\$50.00	Smarts Fundraiser
Dr. Philip S. Brady	\$173.80	Smarts Fundraiser
The Butler Institute of American Art	\$135.00	Smarts Fundraiser
Caribou Coffee	\$100.00	Smarts Fundraiser
Cassese's MVR, Inc.	\$45.00	Smarts Fundraiser
Chalet Premier	\$30.00	Smarts Fundraiser
Covelli Enterprises	\$250.00	Smarts Fundraiser
Dillard's	\$170.00	Smarts Fundraiser
East Hill Florist	\$55.00	Smarts Fundraiser
England Custom Furniture Direct	\$2,089.21	Smarts Fundraiser
Mr. Raymond Escribano	\$500.00	Smarts Fundraiser
Ms. Mary K. Farragher	\$30.00	Smarts Fundraiser
Mr. Hersh Freedman	\$475.00	Judaic & Holocaust Studies Program
Mr. Mark J. Fusillo	\$150.00	Smarts Fundraiser
Ghossain's Mid East Bakery	\$20.00	Smarts Fundraiser
Ms. Suzanne B. Gray	\$130.00	Smarts Fundraiser
Great Harvest Bread	\$25.00	Smarts Fundraiser
H.L.W. Fast Track, Inc.	\$75.00	Smarts Fundraiser
Jack & Jill of America, Inc.	\$70.00	Smarts Fundraiser
Nanette Lepore	\$280.00	Smarts Fundraiser
Dr. George E. Letchworth	\$500.00	President's Discretionary
Randal & Robyn Maas	\$50.00	Smarts Fundraiser
Maggie's Magic Muffins	\$20.00	Smarts Fundraiser
Mahoning Valley Scrappers	\$24.00	Smarts Fundraiser
Mocha House	\$30.00	Smarts Fundraiser
Ms. Corinne E. Morini	\$30.00	Smarts Fundraiser
Oakland Center for the Arts	\$130.00	Smarts Fundraiser
Outback Steakhouse	\$57.00	Smarts Fundraiser
Papa John's Pizza	\$100.00	Smarts Fundraiser
Pep Boys Automotive Supercenters	\$84.00	Smarts Fundraiser
Mr. John A. Peterson	\$90.00	Smarts Fundraiser
Mr. Carmen A. Policy	\$1,889.34	Development Event
Royal Oaks Bar and Grill	\$50.00	Smarts Fundraiser
Rulli Brothers	\$20.00	Smarts Fundraiser
Mr. David B. Seman	\$300.00	Smarts Fundraiser
Something New Florist	\$264.00	Smarts Fundraiser
Starbucks Coffee	\$25.00	Smarts Fundraiser
Struthers Beer, Wine & Spirits	\$341.70	Smarts Fundraiser
Mr. Steven J. Swartwood	\$100.00	Smarts Fundraiser
Wedgewood Fernando's Pizza	\$50.00	Smarts Fundraiser
Ms. Mary B. Woodrum	\$125.00	Smarts Fundraiser
The Youngstown Symphony	\$310.00	Smarts Fundraiser
YSU Bookstore	\$30.00	Smarts Fundraiser
YSU Speech Commun. & Theatre Dept.	\$40.00	Smarts Fundraiser
Mr. Bryn A. Zellers	<u>\$250.00</u>	Smarts Fundraiser
Total Non-Cash Contributions:	\$11,516.05	

Youngstown

STATE UNIVERSITY

WYSU-FM

PLEDGED CASH CONTRIBUTIONS BY RANK

\$1,000 - \$4,999

Italian Scholarship Fund

\$500 - \$999

Dr. & Mrs. Chester A. Amedia, Jr.

Mr. & Mrs. George Axiotis

Mrs. Joanne F. Beeghly

Mr. & Mrs. Arthur D. Wolfcale

Below \$500

Anonymous

Mr. Douglas Abbatiello

Ms. Faye Abbondanza

Mr. & Mrs. William G. Abell, Jr.

Ms. Monica Adametz

Mr. & Mrs. Fred Alexander

Ms. Kathleen Angelo

Ms. Julia Applegate

Ms. Thea Arai

Mr. George Armstrong

Ms. Gail A. Arneson

Mr. & Mrs. George Axiotis

Mr. & Mrs. Frank J. Badolato

Mr. James F. Baer

Ms. Sandra Bailey

Ms. Rachel Baird

Mrs. Barbara L. Balog

Mrs. Ellen W. Banks

Mr. & Mrs. Charles J. Bannon

Mr. & Mrs. Ralph Barckette

Mr. David E. Barenfeld

Mrs. Cynthia Baringer

Dr. Diane Barnes & Mr. Ben Barnes

Mr. & Mrs. Albert Barnett

Ms. Shirley A. Bartlett

Ms. Ann Beck

Ms. Janice Beebe

Ms. Cheryl Beil

Mrs. Susan Beil

Dr. & Mrs. Martin Berger

Mr. Edwin Bishop

Mr. David Bobovnyik

Mr. & Mrs. Barrie F. Bodden

Mr. & Mrs. David T. Boich

Mr. Ed Boren & Ms. Cindy Warren-Boren

Mrs. Martha Bossick-Campbell

Ms. Bege Bowers

Mr. Terrance Bowman

Mr. William Bradley

Mr. Donald J. Bremick

Rev. Richard A. Brobst

Ms. Jane Brock

Mr. Dean Brown

Mr. Steven R. Brown

Mr. & Mrs. Ray B. Brugler

Mr. Charles Buenzli, Jr.

Mr. & Mrs. Donald L. Bumback

Ms. Marjorie I. Burin

Sister Janet Burkhart

Ms. Lois Burnett

Ms. Florence Bush

Mr. & Mrs. David Byer

Mr. & Mrs. Donald W. Byo

Mr. Alex Calder

Ms. Elaine C. Cale

Dr. Craig Campbell

Mr. & Mrs. Glenn Capouellez

Mr. & Mrs. Ralph V. Carfora

Mr. & Mrs. Charles T. Carl

Ms. Mary Louise Carlon

Ms. Adrienne Cerimeli

Mr. Mark Cervello

Mr. & Mrs. Michael S. Cervone
Mr. & Mrs. Richard E. Chamberlain
Mrs. Maria E. Chimbidis
Ms. Maria Ciletti
Mrs. Jodi A. Clowes
Ms. Mary Cochran
Mr. Jim Collier
Ms. Fran Comstock
Dr. Eleanor Congdon
Ms. Kathryn V. Conner
Ms. Margaret Cook
Ms. Margaret F. Cook
Mr. Gene Coppinger
Mr. James Corbett
Mr. & Mrs. Daniel H. Core
Mrs. Joan S. Cosgrove
Miss Jessica Coudriet
Ms. Amy Crawford
Mr. Josh Cretella
Ms. Joanne Cvelbar
Ms. Valerie D'Abruzzi
Dr. Rosemary A. D'Apolito
Mrs. Pamela Daubenspeck
Ms. Nancy Davis
Mr. & Mrs. Edward R. Daytner
Ms. Mary Louise Dayton
Ms. Mary Jo DeLucia
Mrs. Rosemary Decker
Mr. & Mrs. James G. Degenova
Mr. & Mrs. Daniel Delisio
Miss Angie DeNicholas
Miss Carly DeNicholas
Ms. Sue Densmore
Mr. & Mrs. Michael L. DePaul
Ms. Marilyn Desalvo
Ms. Joan R. Dikun
Ms. Valerie Dill
Mr. & Mrs. William Dobosh
Ms. Pauline Downey
Mr. & Mrs. Alex Downie
Mrs. Lynn H. Doyle
Mr. & Mrs. James F. Driscoll
Dr. & Mrs. Wade C. Driscoll
Ms. Cynthia J. Droba
Mr. & Mrs. Art Druschel
Ms. Cheryl Duffy
Mr. & Mrs. James L. Dunlap
Mr. David Dyer

Ms. Phyllis Echeiment
Ms. Nydah Ellet
Mr. John Ellison
Ms. Helen Elser
Ms. Jeanette S. Engle
Mr. Kent J. Englehardt
Mr. Tom Engstrom & Ms. Valerie Kuehn
Mr. & Mrs. Louis R. Epstein
Mr. Jacob Erhardt
Mrs. June E. Esquibel
Dr. & Mrs. J Douglas Faires
Ms. Tina Fanfer
Mr. David Fantauzzi
Mr. & Mrs. William E. Farragher
Ms. Sara Faudree
Ms. Nancy Fehrenbaugh
Mr. Dennis Fiddler
Mr. Dennis C. Finneran
Mr. & Mrs. David Fithian
Ms. Eva Fitzgerald
Mr. Carl Foote
Mr. & Mrs. Augustine A. Fornataro
Mrs. Elizabeth A. Foster
Ms. Anna Frabutt
Mr. & Mrs. Jack Frankenburg
Mrs. Nancy A. French
Ms. Susan Friedman
Mr. Tyrus W. Frolund
Ms. Alexis Gable
Mrs. Kathleen B. Garcia
Mrs. Sondra Gaylord
Mr. Michael Gelfand
Ms. Rebecca Geltz
Dr. & Mrs. David C. Genaway
Mr. & Mrs. David George
Mrs. Marilois George
Ms. Mary Bess George
Ms. Joanne Gerda
Mr. & Mrs. George Gerhart
Ms. Lillian Germaine
Mr. Paul Gillern
Mr. Bob Gillette
Mr. Larry Gilmore
Mr. Eric Gonano
Mr. & Mrs. William A. Good
Mr. & Mrs. Bruce P. Gordon
Ms. Carol Gottesman
Mr. Ronald Gould

Mr. & Mrs. Robert P. Gourley
Mr. & Mrs. Plimpton L. Graul, Jr.
Mr. Melvin R. Greenberg
Ms. Lynn Greene
Mr. & Mrs. Greg L. Greenwood
Mr. Gordon Grinham
Mr. & Mrs. Jeff Grinstein
Mr. Robert Guesman
Ms. Carol Guglielm
Mr. James A. Gumina
Mr. Richard J. Gurska
Mr. James B. Hagan
Mr. Robert A. Hahn
Mr. Jack Haims
Mr. & Mrs. James G. Hale
Ms. Evelyn Halpern
Ms. Phyllis Hamilton
Mr. & Mrs. Edward D. Handel
Professor C. E. Harris
Mr. Larry Harris
Mr. Tom Harris
Mr. Jacob Harver
Mr. James T. Hathaway
Mr. & Mrs. William C. Hazlett
Mr. & Mrs. Ronald T. Heiman
Dr. & Mrs. Richard A. Hendry
Mr. J. Francis Hensler
Mr. & Mrs. John Herbert
Mr. Mark Heschmeyer
Miss Nancy J. Hettrick
Mr. & Mrs. James A. Hines
Mr. Thomas Hitnar
Ms. Elizabeth Hodos
Mrs. Rosemary M. Hodos
Ms. Linda Hoefert
Mrs. Lois M. Hopkins
Mrs. Nola K. Horvath
Mr. & Mrs. Stephen Hosmer
Ms. Nancy Hospodar
Ms. Cheryl Hudson
Ms. Michele Huston
Ms. Peggy Hutch
Ms. Tina Hyde
Ms. Becky Itts
Rev. Ross B. Jackson
Ms. Luanna Jacobs
Dr. & Mrs. James P. Jamison
Mr. & Mrs. Andrew Jarosz

Mr. Edward Jay
Mr. & Mrs. Tom Jeffries
Mr & Mrs Joseph Jeswald
Mr. & Mrs. Thomas E. Jochman
Mrs. Lillie F. Johnson
Mr. Phil Johnston
Ms. Elizabeth Jones
Mrs. Valerie J. Jones
Ms. Sue Kagy
Dr. Timothy M. Kalil
Mr. Michael V. Kalpich
Mr. & Mrs. James Kapusta
Dr. & Mrs. William Katz
Mr. Maurice Keaveny
Mr. John Keenan
Mr. & Mrs. Michael L. Kelly, Jr.
Ms. Dorothy M. Kennedy
Ms. Joyce Keslar
Mr. & Mrs. Bruce Kinney
Mr. David T. Kitajima
Mrs. Diane Klee
Ms. Diane Kloss
Ms. Elayne M. Klovis
Mr. Anthony Kobak
Mr. & Mrs. Paul Kobulnicky
Dr. John Koren
Ms. Marcia Koren
Mrs. Maxine E. Koski
Mr. & Mrs. Hyman W. Kritzer
Mr. David Kurtanich
Mr. Jack W. Kuti
Dr. & Mrs. James P. Lalumia
Ms. Susan Lance
Ms. Karen Lapidus
Mr. & Mrs. John Lapsa
Ms. Marilyn A. Lawson
Ms. Linda Lee
Mr. Robert Leopard
Mr. Elliot Legow
Mr. Bob Lehman
Ms. Charlotte A. Lehto
Dr. & Mrs. Keith J. Lepak
Mr. Henry Lepore
Mrs. Michele Lepore-Hagan
Mr. & Mrs. Bill Leskanic
Mr. & Mrs. Howard Lewis
Ms. L. Mary Lewis
Mr. & Mrs. Douglas G. Lewis

Ms. Mary Jane Lewis
Ms. Patty Leyshon
Dr. Betty J. Licata
Mr. & Mrs. Bob Limmer
Lincoln Financial Group
Ms. Denise Litton
Ms. Arlene B. Logan
Mr. & Mrs. Thomas H. Logan
Dr. Peter B. Lucke
Mr. David C. Luscher
Mr. & Mrs. Stephen Luthern
Mrs. Geraldine Lutman
Mr. Daniel Lyden
Mrs. Alice Lynd
Mr. Robert L. Macomber
Mr. & Mrs. John T. Madden
Ms. Natalie Majoros
Ms. Barbara Malizia
Ms. William Manevich
Mr. & Mrs. John W. Manhollan
Mr. Tony Manhollan
Mr. Raymond P. Manley
Mr. & Mrs. Andy Marakas
Mr. Stephen R. Margala
Ms. Rosemary Marsco
Father Gordon Kelly Marshall
Mr. & Mrs. William T. Martin
Mrs. Carol A. Martin
Ms. Carolyn Marwood
Mr. & Mrs. Robert A. Massing
Ms. Theresa Maszczak
Dr. & Mrs. Donald H. Mathews
Mr. & Mrs. Michael Matthews
Mr. & Mrs. Don Mauck
Ms. Susan Mays
Dr. Maggie McCloud
Ms. Christine McCullough
Rev. & Mrs. James W. McDorman
Ms. Jean McGearry
Mr. & Mrs. Thomas McNickle
Ms. Nancy Meacham
Ms. Marcy Melanson
Dr. & Mrs. Isadore Mendel
Ms. Kelly Merenda
Mr. Till Meyn
Mr. Tony Mikolich
Judge Robert P. Milich
Mr. & Mrs. Gary L. Miller

Mrs. Joan Miller
Mr. & Mrs. William V. Mitchell
Ms. Sharon M. Mochtyak
Mrs. Beth C. Molvin
Mr. Richard Monteville
Mr. & Mrs. Vernon M. Mook
Mr. Samuel R. Moore, Jr.
Mr. & Mrs. Andrew I. Moreland
Mr. Corey Morelli
Dr. Clyde D. Morris
Mr. & Mrs. Karl A. Morris
Mrs. Patricia Morrison
Ms. Deborah Mottle
Mrs. Sue A. Motzer
Mr. Todd Mrofchak
Dr. Philip C. Munro
Ms. Diana B. Murar
Ms. D. Todd Mardock
Mr. Jimmy Myers
Ms. Nancy M. Nader
Ms. Vivian Naome
Dr. Isaac Richmond Nettey
Ms. Jacqueline Neupauer
Dr. S. Thomas Niccolls
Mr. E. Lynn Nichols
Mr. & Mrs. Bob Noble
Fr. Edward P. Noga
Mr. & Mrs. John L. Oberman
Mr. Michael Ognibene
Mr. Jeffrey Ostheimer
Dr. & Mrs. Fred Owens
Mr. Joe Pacchioni
Dr. Gabriel F. Palmer-Fernandez
Mrs. Pamela Palumbo
Mr. & Mrs. Roy A. Passarelli
Mr. & Mrs. Jody E. Patrick
Mr. John Paul
Ms. Barbara Paulik
Sister Therese Pavilonis
Ms. Andrea Pavlik
Ms. Helen D. Pearce
Ms. Clementine Peters
Mr. & Mrs. John C. Peterson
Dr. Joan A. Philipp
Mr. Kenneth H. Phillips
Mr. Patsy Pilorusso
Mr. & Mrs. Leonard C. Polas
Dr. & Mrs. David H. Pollack

Ms. Tess Poprocky
Ms. Marianne Potina
Mr. C. Edward Powell
Ms. Jean Puhalla
Mr. & Mrs. Howard Pullman
Rev. James E. Ray
Mr. & Mrs. Jack Reed
Mr. & Mrs. Jay Reed
Dr. & Mrs. William Reeves
Mr. & Mrs. John J. Regule
Mr. & Mrs. Keith P. Reid
Mr. John Rhinerson
Ms. Christine Rigda
Dr. & Mrs. Steven Riggall
Ms. Teresa Riley
Dr. John Robertson
Mr. Daniel Robinson
Ms. Donna Romack
Ms. Rosann Rookey
Ms. Clara J. Ross
Ms. Jane Ross
Ms. Isabel Rudge
Ms. Gloria Rule
Mrs. Linda Russell
Ms. Susan Russo
Ms. Carolyn Sacks
Mr. & Mrs. John E. Sakas, Jr.
Mr. & Mrs. Stephen J. Saluga
Mr. & Mrs. Ervin Sanders
Ms. Janet M. Sanders
Dr. Patricia Sarro
Mr. Peter Sauer
Ms. Susan Savastuk
Mrs. Mary Saxon
Mrs. Karen Scenna
Mr. Jack Schafer
Mr. & Mrs. James Schaffer
Mr. Toby Scharf
Mr. Jeff Schreiber
Mr. & Mrs. William G. Schwes
Mr. & Mrs. Daniel Scudier
Ms. Patty Seachman
Ms. Linda A. Seeley
Dr. Louise Sellaro
Mr. Jim Shantz
Mr. & Mrs. Kenneth E. Shellito
Mr. Michael A. Shepherd
Mr. Charles F. Sheppard

Dr. Thomas Shipka
Ms. Gwen Shriver
Mrs. Gladys G. Sibley
Mr. Shiraz Sidi
Mr. Tad Siembida
Mr. Matthew Simari
Mr. & Mrs. Edward T. Simchick
Mr. & Mrs. Samer Siouffi
Dr. & Mrs. Richard Slate
Ms. Judy A. Sluss
Mr. Jeffrey Smiley
Dr. Jeffrey A. Smiley
Mr. J. Michael Smith
Ms. Grace Smith
Ms. Lynn Smith
Dr. Melissa T. Smith
Mr. & Mrs. Stephen Sniderman
Mrs. Patricia Soller
Dr. Angela Spalsbury
Mr. & Mrs. William L. Spier
Dr. Leonard B. Spiegel
Mr. Joseph Spurio
Mr. & Mrs. Richard St. Clair
Ms. Jennifer J. Staaf
Mrs. & Mr. Donna J. Stamoolis
Ms. Cecelia A. Stanko
Mr. & Mrs. Frank B. Stearns
Mrs. Patricia J. Stefek
Ms. Carolyn Steglich
Ms. Susan L. Stevens
Mr. & Mrs. Robert Stewart
Ms. Lynn Stewart
Mr. Kenneth Strader
Dr. & Mrs. Richard W. Stypula
Mr. & Mrs. James Sullivan
Mr. Joseph F. Szakacs
Ms. Amy Taggart
Dr. & Mrs. Robert L. Tener
Dr. Linda J. Tessier
Dr. Michael Theall
Mr. & Mrs. Edward J. Thompson
Mr. Terry Thompson
Mr. & Mrs. Chris Thorndike
Ms. Angelina Tiberio
Mr. Shawn Timblin
Mr. & Mrs. Patrick J. Timlin
Dr. Stephanie A. Tingley
Mr. Daniel C. Tinkler

Mr. & Mrs. Douglas Toot
Dr. & Mrs. William M. Trachtman
Fr. Fred E. Trucksis
Mr. Ted Vagas
Mr. & Mrs. Bob VanDale
Mr. Andrew Vanish
Mr. & Mrs. Leonard Veith
Mr. Tim Vesonder
Ms. Catherine S. Vodrey
Mr. Kevin Vosler
Mr. Elias Vujovich
Mr. Darrell Wagner
Ms. Gloria Waldeck
Mr. Charles Walker
Ms. Joan Walker
Ms. Carol Wall
Mr. & Mrs. R. David Wardale
Mrs. Eleanor Watanakunakorn
Ms. Becky Wehr
Mr. Tom Weller
Mr. & Mrs. M. Frederic Welter
Mr. Dean S. Wennerstrom
Ms. Karen Westerfield
Mr. Christopher Wetzl

Total Cash Contributions:

Mr. & Mrs. Samuel H. White
Ms. Carol Williams
Mr. Bruce Willner
Mr. Michael Wilson
Mr. Robert Winebold
Dr. & Mrs. Eric J. Wingler
Ms. Constance G. Witt
Mrs. Patricia C. Woodings
Ms. Kay Woods
Mrs. Arlene N. Wright
Mrs. Veda A. Wright
Mrs. Elizabeth Wrona
Mr. & Mrs. David H. Yarian
Mr. Jay Yasgur
Mrs. Marian R. Yeagley
Mr. David Young
Dr. & Mrs. Warren M. Young
Ms. Rose M. Zaubi
Mr. Matthias Zeller
Ms. Kathleen Zimmerman
Mr. & Mrs. Jerry Zimmerman
Dr. & Mrs. John R. Zubil
Mr. John Zuppo
Ms. Dorothy Zwick

\$38,640.92

Youngstown

STATE UNIVERSITY

UNIVERSITY GIFTS EXECUTIVE SUMMARY JANUARY - MARCH 2006

	Number of Gifts	Amount
ALUMNI RELATIONS		
Cash-One Year Single & Joint Members	261	\$8,270.00
Cash-Four Year Single & Joint Members	48	4,455.00
Cash-Single & Joint Life Members	14	2,900.00
Cash Contributions	0	0.00
Total Cash	323	\$15,625.00
Non-Cash	0	0.00
Total Alumni Relations	323	\$15,625.00
UNIVERSITY DEVELOPMENT		
Major Gifts		
President's Council - \$100,000 and Above	1	\$150,000.00
Heritage Society - \$10,000-\$49,000	5	156,035.49
Planned Gifts	0	\$0.00
Annual Fund		
Centennial Club - \$1,000-\$9,999	32	86,428.23
YSU Circle - \$500-\$999	29	16,035.20
YSU Friends - \$1-\$499	1018	54,913.16
Total Pledged Cash	1085	\$463,412.08
Non-Cash	50	11,516.05
Total University Development	1135	\$474,928.13
WYSU-FM		
\$1,000 - \$4,999	1	1,000.00
\$500 - \$999	4	2,000.00
Below \$500	494	35,640.92
Total Pledged Cash	499	\$38,640.92
Non-Cash	0	0.00
Total WYSU-FM	499	\$38,640.92
TOTAL GIFTS		
Grand Total Gifts	1957	\$529,194.05

Youngstown

STATE UNIVERSITY

ALUMNI RELATIONS CASH CONTRIBUTIONS BY RANK

One Year Single and Joint Members

James Adams
David Aldan
Deborah Alexander & Lou Barranti
Carolyn Anderson
Emmanuel Angelis
Carl & Karen Ansevin
Herbert & Betty Armstrong
Luis Arroyo
Louise Aurilio
Maruf & Sherry Awad
Robert & Linda Bacha
Matthew Banjo
Joseph & Joann Barak
Sally Barnes
Adeline Barone
Herbert & Mary Bartelmay
Steven Beckman
Andrea Bero
Stacy Blasko
Kenneth Blazina
Terence Blevins
Deborah Bolton
Mary Boyd
Douglas & Anita Brodnan
Andrew Budd
Amanda Burnett
Phillip & Patricia Butto
James Cain
James Calkins
Robert Campolito
Kenneth Carano
Alanna Card
Eileen Catanzaro
Gerard Cerimele
Richard Chance
James Chlebus
Francis & Roberta Cirelli
Philip Comer
William Cook
Darlene Corfman

John & Judy Cragel
Terry Cresanto
Delores Crisucci
Dale Cunningham
Gregory & Nikki Cvetkovic
Robert & Terri Dance
Jennifer Deem
Darlene Demjen
Mark Derthick
Sylvia Difrangia
Ben Dirienzo
Tadeusz Domanski
Robert Dombrowe
Joseph Donofrio
D. Pauline Downey
Lawrence Drombetta
Brian Duchnak
Garry Dunn
Victor Dunn
Daniel Durkin
Thomas Dzur
John Edl
David Edwards
Allen Ehas
Janet Elias
William Elliott
James Essad
Alexander & Kathleen Esseniyyi
Margaret Felton
Christine Filip
Arlene Floyd
Robert Foster
Chris Gabrick
Frank Gaetano
Michele Gaetano
Regis Geisler
Linda Catterson Halls Gerken
Ronald Ghizzoni
Barry Giber
Anthony Gioppo

Greg & Mary Gonda
Anthony Gorant
Francis Gottron
Ruby Graham
J. Kenneth Gran
Lynn Griffith
Jennifer Grist
Judith Gross
Jack & Dorothy Gruber
Adam Guerrieri
David Gundry
Dolores Habowski
Daniel Hackett
Madeleine Haggerty
Jack Haims
Kathryn Hall
Richard & Mary Hanuschak
Andrew Harakal
Gregg Harding
Marie Hardy
Jaye Harris
James Harvey
Theresa Hickey
Richard & Judith Hideg
Richard & Marlene Hill
Larry Hinks
Mark & Aprile Hoffman
Michael Hoffman
Lisa Hosack
Josephine Houser
Thomas Houser
Lashawn Hull
Thomas & Melanie Garrett Inman
Joseph Ivan
Robert Iwaskey
Louis & Geri Jacquet
Timothy James
John Janosik
Donald Jones
Troy Kahler
Nancy Kayne
Thomas Kellogg
Mildred Klapack
Werner & Patricia Kling
William B. Kohuth
Kathleen Kovach

Stephen LaCivita
Virginia Ladig
Frank Langosh
James Lanzo
Alan & Mary Leo
Mark Leskovec
Merle Linsenbigler
Jessica Logan
Diane Long
James & Marjorie Lowery
Jay Luteran
Barbara Lyras
Robert & Claranne Marchese
John & Lucille Marino
Fred & Arleen Marinucci
Anthony Mastrangelo
Michael McBride
Patty McCabe
Louise McCombs
Michael McDonagh
Clarabel McDuffie
Anthony Mehle
Stephen Mehlo
Aleida Melendez
Glays Melnick
Myrtle Merrill
Gary & Linda Miller
Karen Miller
John Mills
Laurie Mills
Thomas & Suzanne Miranda
Anthony Mitzel
Elaine Morgan
Vincent Morgione
Jeanne Morrissey
Richard Muntean
Pollyanna Ketchem-Myers
Pete Nalbach
Kathy Naples
Anthony & Margaret Napoli
Lawrence & Anita Napolitan
Domenic Nigro
Benjamin & Dolores Oles
William Padisak
Jennifer Pangio
Rubena Papakirk

YOUNGSTOWN STATE UNIVERSITY
Summary of Bulk-Rate Mandatory Costs to Attend¹
(See Schedules 2, 3 and 4 for detail)

Schedule 1

	<u>Proposed FY 2007</u>	<u>Actual FY 2006</u>	<u>Increase</u>	<u>Percentage Increase</u>
UNDERGRADUATE (per semester)				
Resident	\$3,348.48	\$3,166.44	\$182.04	5.75%
Non-resident:				
Regional	\$4,655.52	\$4,402.44	\$253.08	5.75%
Non-regional	\$6,102.24	\$5,770.44	\$331.80	5.75%
 GRADUATE² (per semester)				
Resident	\$4,105.68	\$3,882.48	\$223.20	5.75%
Non-resident:				
Regional	\$5,628.72	\$5,322.48	\$306.24	5.75%
Non-regional	\$7,037.16	\$6,654.48	\$382.68	5.75%

Notes:

¹ Rates for specialized programs not included in this presentation.

² Although the graduate bulk-rate band is from 12-16 hours, graduate students are considered full-time for academic purposes at 9 credit hours and above.

YOUNGSTOWN STATE UNIVERSITY
Resident Undergraduate Tuition and Fees

Schedule 2

Fee Description	Proposed FY 2007	FY 2006	Increase (Decrease)	Percentage Change
BULK-RATE TUITION AND MANDATORY FEES				
Instructional Fee (per semester, 12-16 credit hours)	\$2,682.00	\$2,499.96	\$182.04	7.28%
General Fee (per semester, 12-16 credit hours)	552.00	552.00	0.00	0.00%
Technology Fee (per semester, 12-16 credit hours)	114.48	114.48	0.00	0.00%
Full-time tuition and mandatory fees	\$3,348.48	\$3,166.44	\$182.04	5.75%
TUITION AND MANDATORY FEES (outside of bulk-rate)				
Instructional Fee (per credit hour, 1-11 hours)	\$223.50	\$208.33	\$15.17	7.28%
Credits in excess of bulk-rate per semester (per credit)	\$223.50	\$208.33	\$15.17	7.28%
General Fee (per credit hour, 1-11 hours)	\$46.00	\$46.00	\$0.00	0.00%
General Fee (per credit hour, over 16 hours)	\$42.00	\$42.00	\$0.00	0.00%
Technology Fee (per credit hour)	\$9.54	\$9.54	\$0.00	0.00%
ADDITIONAL UNDERGRADUATE FEES				
Joint engineering program ¹ (per credit hour)	\$225.00	\$225.00	\$0.00	0.00%
Nurse Anesthetist Program Surcharge (per semester)	\$1,714	\$1,571	\$143	9.09%
FULL-TIME TUITION DISCOUNTS				
Associate Degree students (per semester) ²	\$248.00	\$248.00	\$0.00	0.00%

Notes:

¹ Fee for joint engineering program includes all other mandatory fees.

² Funded by Access/Success Challenge dollars and pro-rated for part-time students

YOUNGSTOWN STATE UNIVERSITY
Resident Graduate Tuition and Fees

Schedule 3

Fee Description	Proposed FY 2007	FY 2006	Increase (Decrease)	Percentage Change
BULK-RATE TUITION AND MANDATORY FEES¹				
Instructional Fee (per semester, 12-16 credit hours)	\$3,439.20	\$3,216.00	\$223.20	6.94%
General Fee (per semester, 12-16 credit hours)	552.00	552.00	0.00	0.00%
Technology Fee (per semester, 12-16 credit hours)	114.48	114.48	0.00	0.00%
Tuition and mandatory fees within the bulk rate	\$4,105.68	\$3,882.48	\$223.20	5.75%
TUITION AND MANDATORY FEES (outside of bulk-rate)				
Instructional Fee (per credit hour, 1-11 hrs)	\$286.60	\$268.00	\$18.60	6.94%
Credits in excess of 16 per semester (per credit)	\$286.60	\$268.00	\$18.60	6.94%
General Fee (per credit hour, 1-11 hours)	\$46.00	\$46.00	\$0.00	0.00%
General Fee (per credit hour, over 16 hours)	\$42.00	\$42.00	\$0.00	0.00%
Technology Fee (per credit hour)	\$9.54	\$9.54	\$0.00	0.00%
ADDITIONAL GRADUATE FEES				
Master of Public Health				
Instructional Fee (per credit hour)	\$450.00	\$427.00	\$23.00	5.39%
General Fee (per credit hour)	n/a	n/a	n/a	n/a
Technology Fee (per credit hour)	\$9.54	\$9.54	\$0.00	0.00%
Master of Fine Arts (per credit hour)	\$436.00	\$412.00	\$24.00	5.83%
Graduate Workshops				
In-State Participant (per credit hour)	\$122.00	\$115.00	\$7.00	6.09%
Regional Participant (per credit hour)	\$182.00	\$171.00	\$11.00	6.04%
Non-regional Participant (per credit hour)	\$246.00	\$231.00	\$15.00	6.10%

Notes:

¹ Although the graduate bulk-rate band is 12-16 hours, graduate students are full-time for academic purposes at 9 credit hours and above.

YOUNGSTOWN STATE UNIVERSITY
Non-resident Tuition Surcharge

Schedule 4

	<u>Proposed FY 2007</u>	<u>FY 2006</u>	<u>Increase (Decrease)</u>	<u>Percentage Change</u>
UNDERGRADUATE				
Regional				
Part-time (per credit, 1-11 credits)	\$108.92	\$103.00	\$5.92	5.75%
Full-time (per semester, within the bulk)	\$1,307.04	\$1,236.00	\$71.04	5.75%
Credits in excess of bulk (per credit)	\$108.92	\$103.00	\$5.92	5.75%
Non-Regional				
Part-time (per credit, 1-11 credits)	\$229.48	\$217.00	\$12.48	5.75%
Full-time (per semester, within the bulk)	\$2,753.76	\$2,604.00	\$149.76	5.75%
Credits in excess of bulk-rate (per credit)	\$229.48	\$217.00	\$12.48	5.75%
GRADUATE^{1,2}				
Regional				
Below the bulk-rate (per credit, 1-11 credits)	\$126.92	\$120.00	\$6.92	5.77%
Within the bulk-rate (per semester)	\$1,523.04	\$1,440.00	\$83.04	5.77%
Credits in excess of bulk-rate (per credit)	\$126.92	\$120.00	\$6.92	5.77%
Non-Regional				
Below the bulk-rate (per credit, 1-11 credits)	\$244.29	\$231.00	\$13.29	5.75%
Within the bulk-rate (per semester)	\$2,931.48	\$2,772.00	\$159.48	5.75%
Credits in excess of bulk-rate (per credit)	\$244.29	\$231.00	\$13.29	5.75%

Note:

¹ Although the graduate bulk-rate band is from 12-16 hours, graduate students are considered full-time for academic purposes at 9 credit hours and above.

² Reduced regional and non-regional rates are available for workshop participants

YOUNGSTOWN STATE UNIVERSITY
Housing Charges

Schedule 5

Fee Description	Proposed FY 2007	FY 2006	Dollar Increase	Percentage Increase
Room and Board (per academic year)	\$6,490	\$6,280	\$210	3.3%
Payable as follows:				
FY 2006-\$200 room reservation fee, \$3140 Fall Semester/\$2940 Spring Semester				
FY 2007-\$200 room reservation fee, \$3245 Fall Semester/\$3045 Spring Semester				
Residence Hall Security Deposit (academic year and/or summer)	\$100	\$100	\$0	0.0%
Single Room Surcharge	\$775	\$750	\$25	3.3%
Weller House Apartments (per Acad. Year-room only)	\$5,350	\$5,150	\$200	3.9%
Student Housing During Academic Breaks				
One - three days (no meals, per day)	\$22	\$22	\$0	0.0%
Per week (7 meals/week)	\$175	\$170	\$5	2.9%
Summer 2007 and 2006				
Room and Board (10 meals per week)	\$195	\$185	\$10	5.4%
Apartments (room only, per person, per week)	\$165	\$160	\$5	3.1%
Voluntary Meal Plans per semester (for students not residing on campus)¹				
Fourteen meals per week (w/\$200 flex spending)	\$875	\$875	\$0	0.0%
Ten meals per week (w/\$225 flex spending)	\$695	\$695	\$0	0.0%
Five meals per week (w/\$150 flex spending)	\$400	\$400	\$0	0.0%

Note:

¹ These fees will be adjusted for FY07 in June 2006

YOUNGSTOWN STATE UNIVERSITY

Schedule 6

Other Fees, Charges, and Fines

(proposed changes to take effect Fall term 2006)

Fee Description	Proposed FY 2007	FY 2006	Increase (Decrease)	Percent Change
ACT Test Fee	\$32	\$32	\$0	0.0%
Check Replacment Fee	\$25	\$25	\$0	0.0%
Child Preschool Laboratory Fee (per semester)	\$150	\$150	\$0	0.0%
Computer-based Placement Re-Test Fee (per test)	\$15	\$15	\$0	0.0%
Course Fees (per course)				
level 1	\$35	\$35	\$0	0.0%
level 2	\$50	\$50	\$0	0.0%
level 3	\$65	\$65	\$0	0.0%
level 4 (gross anatomy)	\$187	\$187	\$0	0.0%
Credit by Examination (per credit)	\$20	\$20	\$0	0.0%
Duplicate Diploma Fee	\$40	\$40	\$0	0.0%
Federal Background Check	\$24	\$0	\$24	n/a
Fingerprinting Fee (per occurrence)	\$30	\$30	\$0	0.0%
Graduate Student Application Fee	\$30	\$30	\$0	0.0%
Inoculation Fees:				
Hepatitis series	\$125	\$125	\$0	0.0%
Measles, mumps, rubella	\$50	\$50	\$0	0.0%
Meningitis	\$75	\$75	\$0	0.0%
Tetanus	\$15	\$15	\$0	0.0%
Installment Fee (per month)	\$10	\$10	\$0	0.0%
International Student Credential Evaluation Fee-Graduate	\$45	\$45	\$0	0.0%
International Student Cred. Eval. Fee-Under Graduate	\$75	\$75	\$0	0.0%
Intramural Team Fee (per team)	\$10	\$10	\$0	0.0%
Intramural Team Protest Fee (per team)	\$5	\$5	\$0	0.0%
Late Class Add Fee (per course, to be charged for each course added after the published last day to add a class)	\$25	\$25	\$0	0.0%
Late Graduation Application Fee (after 3rd week)	\$35	\$35	\$0	0.0%
Late Payment Fee (rebill)	\$25	\$25	\$0	0.0%
Late Registration Fee	\$50	\$50	\$0	0.0%
Library Fines - Overdue Book (per day)	\$0.10	\$0.10	\$0	0.0%
Library Fines - Overdue Reserve Book (per day)	\$0.55	\$0.55	\$0	0.0%
Library Study Carrel Rental	\$25.00	\$0.00	\$25	n/a
MAT Test Fee	\$40	\$40	\$0	0.0%
Orientation/Matriculation Fee (per semester)	\$50	\$50	\$0	0.0%

YOUNGSTOWN STATE UNIVERSITY

Schedule 6

Other Fees, Charges, and Fines

(proposed changes to take effect Fall term 2006)

Fee Description	Proposed FY 2007	FY 2006	Increase (Decrease)	Percent Change
Parking Charges				
Daily/Special Event Parking (per day)	\$4	\$4	\$0	0.0%
Permit (students, per semester, Fall and Spring)	\$68	\$68	\$0	0.0%
Permit (students, Summer term)	\$25	\$25	\$0	0.0%
Permit (employees, per semester)	\$80	\$80	\$0	0.0%
Permit (weekly, per week)	\$10	\$10	\$0	0.0%
Permit (MPH program, per semester)	\$25	\$25	\$0	0.0%
Permit (Contracted Services Employees, per semester, Fall and Spring)	\$68	\$68	\$0	0.0%
Permit (Contracted Services Employees, per semester, Summer term)	\$25	\$25	\$0	0.0%
Parking Violations:				
Class I	\$10	\$10	\$0	0.0%
Class II	\$50	\$50	\$0	0.0%
Peace Officers' Training Academy	\$300	\$300	\$0	0.0%
Performance Music Fee (per credit, plus tuition)	\$75	\$75	\$0	0.0%
Photo I.D. Replacement Charge	\$20	\$20	\$0	0.0%
Proficiency Examination (per course)	\$45	\$45	\$0	0.0%
Quantity Foods Luncheon	\$8.50	\$8.50	\$0	0.0%
Quantity Foods Dinner	\$10	\$10	\$0	0.0%
Reading Tutoring Fee	\$38	\$38	\$0	0.0%
Reinstatement Fee	\$25	\$25	\$0	0.0%
Returned Check or Credit Card Fee	\$30	\$30	\$0	0.0%
Rich Autism Center Pre-School Program (per week)	\$125	\$125	\$0	0.0%
Student Locker Rental (per academic year)	\$20	\$20	\$0	0.0%
Thesis Binding	\$25	\$25	\$0	0.0%
Transcript Rush Fee (same day processing, U.S. mail or in-person)	\$10	\$10	\$0	0.0%
Transcript Rush Fee (overnight express)	\$25	\$25	\$0	0.0%
Transfer Matriculation Fee	\$25	\$25	\$0	0.0%
Undergraduate Application (first time applicant)	\$30	\$30	\$0	0.0%



UNIVERSITY GUIDEBOOK

Subject: Purchasing Limits for Competitive Selection

Developed by: Richard A. Delisio	Authorized by: David C. Sweet
Title: Director	Title: President
Materials Management	
Approved: June 26, 1998	EFFECTIVE: July 1, 2006
Revised: June 23, 2006	

Policy: In all its business practices the University will adhere fully to all applicable laws, regulations, and rules of the federal, state, and local regulatory bodies. Those conducting business for the University will always seek to protect the interests of the institution and seek to obtain the best value for the institution.

RESOLUTION NUMBERS: YR 1998-46; YR 2006-

Parameters:

- Goods that will result in an estimated payment of \$25,000 or more shall be obtained through a competitive selection process.
- Services that will result in an estimated payment of \$50,000 or more shall be obtained through a competitive selection process.
- Construction work that will result in an estimated payment of \$50,000 or more shall be obtained through a competitive selection process. Construction contracts valued at \$50,000 or more shall be approved by the Attorney General or General Counsel as required by law, prior to the start of construction.
- Goods are defined as any tangible product.
- Services are defined as any deliverable resulting from labor performed specifically for the University, whether from the application of physical or intellectual skills. Services include repair work, consulting, maintenance, data processing, software design, etc.
- Construction work is defined as work needed to produce a complete and usable facility, including parking areas or work needed to make changes to the physical structure of a building or parking area. Construction work includes excavation, building, landscaping, etc. Evaluation and maintenance are not considered generally to be construction work.

Procedures:

1. The Materials Management Office considers the following to be appropriate forms of competitive selection when dollar thresholds are exceeded:
 - a. A Request for Proposal (RFP) - A formal RFP is drafted and sent to prospective bidders and advertised in appropriate media when seeking to purchase goods.
 - b. A Request for Qualifications (RFQ) - A formal RFQ is sent to prospective bidders and advertised in appropriate media when seeking to purchase services.
 - c. Written Quotes - When practical, three written quotes are required from prospective vendors.
2. Financial managers are encouraged to use appropriate forms of competitive selection for purchases below the dollar thresholds whenever they deem prudent. Appropriate forms of competitive selection in regard to purchases below the dollar thresholds include those listed above, as well as pricing research and verbal or phone quotes. The Director of Materials Management, or designee, reserves the right to require a competitive selection process for purchases under the dollar thresholds when it is in the best interest of the University to do so.
3. However, if the nature of the purchase is such that competitive selection would be impractical due to emergency or other special circumstances, the department making the request for a purchase over the purchase amounts set herein, may make a written request for a bid waiver. Bid waivers must be forwarded to the Department of Materials Management. Such requests must provide justification (e.g., single source) signed by the individual with account signature authority.
4. If the Director of Materials Management finds that sufficient justification has been presented, a recommendation to waive the bidding process is forwarded to the Vice President for Administration for final approval or denial. If the request is denied, the Department of Materials Management will initiate the competitive selection process.

REDLINE VERSION

PAGE 1 of 3

UNIVERSITY GUIDEBOOK

Subject: Bid Purchasing Limits for Purchasing Competitive Selection

Developed by: Richard A. Delisio
Title: Director
Materials Management
Date: February, 1998
Approved: June 26, 1998
Revised: June 23, 2006

Authorized by: G. L. Mears David C. Sweet
Title: Executive Vice President
Date: June, 1998
EFFECTIVE: June 26, 1998 July 1, 2006

Policy: In all its business practices the University will adhere fully to all applicable laws, regulations, and rules of the federal, state, and local regulatory bodies. Those conducting business for the University will always seek to protect the interests of the institution and seek to obtain the best value for the institution.

RESOLUTION NUMBERS: YR 1998-46; YR 2006-

Parameters:

- Goods and services that will result in an estimated to be in excess of \$10,000 payment of \$25,000 or more shall be obtained through a competitive bidding selection process.
- Construction work Services that will result in an estimated to be in excess payment of \$2550,000 or more shall be obtained through a competitive bidding selection process.
- Youngstown State University participates in a program of statewide cooperative purchasing organized and implemented through the Inter-University Council (IUC). Purchases made as a result of this program are exempt from bid limit requirements as are purchases made through State of Ohio Contracts. Construction work that will result in an estimated payment of \$50,000 or more shall be obtained through a competitive selection process. Construction contracts valued at \$50,000 or more shall be approved by the Attorney General or General Counsel as required by law, prior to the start of construction.
- Goods are defined as any tangible product.
- Services are defined as any deliverable resulting from labor performed specifically for the University, whether from the application of physical or intellectual skills. Services include repair work, consulting, maintenance, data processing, software design, etc.

- Construction work is defined as work needed to produce a complete and usable facility, including parking areas or work needed to make changes to the physical structure of a building or parking area. Construction work includes excavation, building, landscaping, etc. Evaluation and maintenance are not considered generally to be construction work.

Procedures:

~~1. The Director of Materials Management, or designee, may require competitive bidding for goods and services or construction with estimated costs below these limits.~~

1. The Materials Management Office considers the following to be appropriate forms of competitive selection when dollar thresholds are exceeded:
 - a. A Request for Proposal (RFP) - A formal RFP is drafted and sent to prospective bidders and advertised in appropriate media when seeking to purchase goods.
 - b. A Request for Qualifications (RFQ) - A formal RFQ is sent to prospective bidders and advertised in appropriate media when seeking to purchase services.
 - c. Written Quotes - When practical, three written quotes are required from prospective vendors.
 2. Financial managers are encouraged to use appropriate forms of competitive selection for purchases below the dollar thresholds whenever they deem prudent. Appropriate forms of competitive selection in regard to purchases below the dollar thresholds include those listed above, as well as pricing research and verbal or phone quotes. The Director of Materials Management, or designee, reserves the right to require a competitive selection process for purchases under the dollar thresholds when it is in the best interest of the University to do so.
 3. However, if the nature of the purchase is such that competitive selection would be impractical due to emergency or other special circumstances, the department making the request for a purchase over the purchase amounts set herein, may make a written request for a bid waiver. ~~Written requests for bid waivers must be forwarded to the Department of Materials Management. Such requests must provide justification (e.g., single source) signed by the individual with account signature authority.~~
- ~~3. If the Director of Materials Management finds that sufficient justification has been presented, a recommendation to waive the bidding process is forwarded to the Executive Vice President.~~

4. ~~If the Executive Vice President approves the request for bid waiver, a purchase order will be issued in lieu of bidding.~~ for Administration for final approval or denial. If the request is denied, the Department of Materials Management will initiate the bidding competitive selection process.



UNIVERSITY GUIDEBOOK

Subject: Investment of the University's Non-Endowment and Endowment Funds

Responsible Officer: Elaine C. Beatty

Title: Director

Investments and Accounts Payable

Approved: September 11, 1998

Revised: December 15, 2004

June 23, 2006

Authorized by: David C. Sweet

Title: President

EFFECTIVE: June 23, 2006

Review Date: December 2007

Policy: The President and the Vice President for Administration, or his/her designee, is authorized to invest University funds in compliance with this policy, provisions of the *Ohio Revised Code* and all other applicable laws and regulations, including H.B. 524, Sec. 3345.05 of the *Ohio Revised Code*.

For the purpose of this policy on the Investment of the University's Non-Endowment and Endowment Funds (the "Policy"), the non-endowment portfolio shall include:

- All tuition and mandatory fees, registration, non-resident tuition fees, academic fees for the support of on- and off-campus instruction, laboratory and course fees when so assessed and collected, all other fees, deposits, charges, receipts, and income from all or part of the students, all subsidy or other payments from state appropriations, and all other fees, deposits, charges, receipts, and income received. These funds shall be held and administered by the Board of Trustees.
- Notwithstanding any provision of the revised code to the contrary, the title to investments made by the Board of Trustees with funds derived from revenues described above shall not be vested in the state but shall be held in trust by the Board. Such investments shall be made pursuant to this investment policy adopted by the Board in public session. Such investments shall be made with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

- It is the intention of the Board of Trustees that actions taken pursuant to this Policy shall be in compliance with all applicable laws as they may be amended from time to time. No University representative, employee, or agent shall take any action prohibited by or fail to take any action required by all applicable laws in carrying out this Policy.
- Members of the Board of Trustees will annually provide to the Chair of the Board of Trustees a statement disclosing the nature, if at all, of any relationship with the financial institutions involved with the University's Non-Endowment Funds. Any member having a relationship that creates a conflict prohibited by the ethics laws with any investment entity, will withdraw from participating in the selection of, or authorizing the contracts of, those investment managers and/or consultants.
- External investment managers, consultants and advisors retained by the University shall immediately notify the Chair of the Investment Subcommittee and the Vice President of Administration of any potential conflicts of interest which may develop from time to time. In any such situation, the external investment manager, consultant and/or advisor shall identify the nature of the conflict of interest and its potential impact, if any, on the University.
- The University's non-endowment fund portfolio will remain sufficiently liquid to enable the University to meet all operating requirements. Portfolio liquidity is defined as the maturity or ability to sell a security on short notice near the purchase price of the security. To help retain the desired liquidity, no security shall be purchased that is likely to have few market makers or poor market bids. Additionally, liquidity shall be assured by keeping an adequate amount of short-term investments to accommodate the cash needs of the University.
- The University's non-endowment and endowment portfolios shall be structured with the objective of attaining the highest possible total return for the investment portfolio while adhering to a prudent level of risk.

The University's endowment portfolio, unless otherwise directed, shall be managed by the Youngstown State University Foundation (the "YSUF") and consist of equity, fixed income, and cash investments.

Specific responsibilities of the Investment Subcommittee of the Finance and Facilities Committee of the Board of Trustees (hereafter referred to as the "the Subcommittee") in the investment process include:

- the application of a total return philosophy of asset management;
- developing sound and consistent investment policy guidelines;
- selecting and monitoring investment managers;
- selecting an investment consulting organization;
- communicating clearly the major duties and responsibilities of those accountable for achieving investment results;
- monitoring and evaluating results to assure that the guidelines are being adhered to and the objectives are being met;
- taking appropriate action to discharge an investment manager for failure to perform as mutually expected at the time of selecting; and
- undertaking such work and studies as may be necessary to keep the Board of Trustees of the University adequately informed as to the status of the investment of the balance sheet assets (the "Assets").

This Policy shall be reviewed every three years by the Subcommittee or upon the advisement of investment advisors or management. All material changes to the Policy will be approved by the Subcommittee and submitted to the University's Board of Trustees for final approval.

RESOLUTION NUMBER: YR 1999-04; YR 2005-23; YR 2006-

Purpose: Investments shall be managed for the use and benefit of the University in a diversified portfolio that focuses, over time, on the preservation of capital, minimization of cost and risk, maintenance of required levels of liquidity in the overall portfolio to meet cash flow requirements, and compliance with state statute. The non-endowment and endowment portfolios are intended to achieve a reasonable yield balanced with a component invested for longer-term appreciation.

The purpose of this policy is to assist the University in more effectively supervising and monitoring the investment activities of its Assets. This Policy is designed to assist University staff and the Investment Subcommittee with regard to its fiduciary responsibility by:

- defining the responsibilities of University staff, its investment managers, and its investment consultant;

- stating in writing the University's attitudes, expectations, and goals for the investment of the Assets;
- providing a basis for reviewing investment management organizations in the selection process;
- encouraging effective communication between the investment managers, investment consultant, the Subcommittee, and Youngstown State University; and
- setting objectives against which the performance results of the investment managers, operating within the constraints imposed by the University's Policy guidelines, can be measured.

A primary expectation for University assets is to support the University by providing current income to the University from both non-endowed and endowed funds, managed on behalf of the University by outside investment professionals, as well as the YSUF, while concurrently growing principal. The asset base is dedicated to providing a reliable source of funds for current and future enhancements at the University.

Parameters:

The management of the non-endowment and endowment funds involves a tradeoff between two competing goals. On the one hand, the funds must preserve capital and maintain liquidity sufficient to distribute cash to fund immediate operating needs and prior spending commitments. On the other hand, the funds must accumulate capital sufficient to support nominal growth in expenses for existing programs and to establish new quasi-endowment funds. The goal of the funds is to accommodate these competing needs by providing adequate short-term liquidity along with long-term capital appreciation.

The Subcommittee recognizes that risk and volatility are present to some degree with all types of investments. However, high levels of risk are to be avoided at the total asset level. This is to be accomplished through diversification by asset class, style of investment manager, and sector and industry limits.

The following statements and guidelines are set forth in an effort to provide direction to each of the investment managers that manage separate accounts for the University. Managers are retained to manage separate pools of assets; and funds are allocated to such managers in order to achieve an appropriate, diversified, and balanced asset mix. The Subcommittee, from time to time, may shift assets from one manager to another to maintain the appropriate mix. Additionally, the Subcommittee recognizes that mutual or commingled funds used by the University may not adhere to these guidelines. However, when selecting mutual or commingled fund products, the Subcommittee will refer to these guidelines as a basis to select new funds.

Selection and retention of investment managers will be based upon each manager's demonstrated ability to provide superior returns over extended time periods compared to similar portfolios, and also upon investment philosophy, organizational stability, and other relevant factors. A written "Investment Guideline Statement" or prospectus clearly outlining objectives and responsibilities will be in place with each investment manager. For the non-endowment funds, the managers shall have discretion to invest assets in cash reserves as they deem appropriate but will be expected under normal circumstances to be fully invested in their assigned asset class. A manager's performance will be evaluated against their fully invested passive benchmark and against similar portfolio results. Passive benchmarks will be used for comparative purposes which most closely approximate the investment mandate's duration, credit quality, security composition, capitalization, style, asset class, etc.

To the extent bequests are made to the University via shares of marketable equity securities, the following provisions apply:

- The policy on bequests as defined by the University Guidebook number 5007.01 will supersede all provisions within this Policy.
- If the bequest is a non-endowed gift, the securities will be sold as soon as prudently possible.
- If the bequest is an endowed gift, the securities will be transferred to the YSUF to manage, unless otherwise specified by the donor and agreed to by the Board of Trustees. Assets held/invested by the YSUF or other institution on behalf of the University will be managed in accordance with pre-arranged investment advisory agreements as well as under the guidelines of this Policy.

Procedures:

1. The Vice President for Administration shall be accountable to the Board of Trustees for implementing this Policy.
2. The Vice President for Administration will report to the Investment Subcommittee at least quarterly on the status of the non-endowment and endowment portfolios.
3. It shall be permissible for the Vice President for Administration to realize gains and losses if such an action would be consistent with the University's investment goals. Losses and gains realized on the non-endowment portfolio shall be charged against current income unless otherwise approved by the Investment Subcommittee.
4. Between meetings of the Board of Trustees, if deemed advisable, other investments not specifically authorized by this Policy may be made if approved by the Investment Subcommittee. Any such actions shall be taken to the Board of Trustees for review at its next meeting.

REDLINE VERSION**UNIVERSITY GUIDEBOOK**

Subject: Investment of the University's Non-Endowment and Endowment Funds
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Responsible Officer: Elaine C. Beatty	Authorized by: John L. Habat David C. Sweet
Title: Director	Title: Vice President for Administration
Investments and Accounts Payable	EFFECTIVE: December 15, 2004 June 23, 2006
Approved: September 11, 1998	Review Date: December 2005 2007
Revised: December 15, 2004	
June 23, 2006	

Policy: The President and the Vice President for Administration, or his/her designee, is authorized to invest University funds in compliance with this policy, provisions of the *Ohio Revised Code* and all other applicable laws and regulations, including H.B. 524, Sec. 3345.05 of the Ohio Revised Code.

For the purpose of this policy on the Investment of the University's Non-Endowment and Endowment Funds (the "Policy"), the non-endowment portfolio shall include:

- All tuition and mandatory fees, registration, non-resident tuition fees, academic fees for the support of on- and off-campus instruction, laboratory and course fees when so assessed and collected, all other fees, deposits, charges, receipts, and income from all or part of the students, all subsidy or other payments from state appropriations, and all other fees, deposits, charges, receipts, and income received. These funds shall be held and administered by the Board of Trustees.
- Notwithstanding any provision of the revised code to the contrary, the title to investments made by the Board of Trustees with funds derived from revenues described above shall not be vested in the state but shall be held in trust by the Board. Such investments shall be made pursuant to this investment policy adopted by the Board in public session. Such investments shall be made with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

- It is the intention of the Board of Trustees that actions taken pursuant to this Policy shall be in compliance with all applicable laws as they may be amended from time to time. No University representative, employee, or agent shall take any action prohibited by or fail to take any action required by all applicable laws in carrying out this Policy.
- Members of the Board of Trustees will annually provide to the Chair of the Board of Trustees a statement disclosing the nature, if at all, of any relationship with the financial institutions involved with the University's Non-Endowment Funds. Any member having a relationship that creates a conflict prohibited by the ethics laws with any investment entity, will withdraw from participating in the selection of, or authorizing the contracts of, those investment managers and/or consultants.
- External investment managers, consultants and advisors retained by the University shall immediately notify the Chair of the Investment Subcommittee and the Vice President of Administration of any potential conflicts of interest which may develop from time to time. In any such situation, the external investment manager, consultant and/or advisor shall identify the nature of the conflict of interest and its potential impact, if any, on the University.
- The University's non-endowment fund portfolio will remain sufficiently liquid to enable the University to meet all operating requirements. Portfolio liquidity is defined as the maturity or ability to sell a security on short notice near the purchase price of the security. To help retain the desired liquidity, no security shall be purchased that is likely to have few market makers or poor market bids. Additionally, liquidity shall be assured by keeping an adequate amount of short-term investments to accommodate the cash needs of the University.
- The University's non-endowment and endowment portfolios shall be structured with the objective of attaining the highest possible total return for the investment portfolio while adhering to a prudent level of risk.

The University's endowment portfolio, unless otherwise directed, shall be managed by the Youngstown State University Foundation (the "YSUF") and consist of equity, fixed income, and cash investments.

Specific responsibilities of the Investment Subcommittee of the Finance and Facilities Committee of the Board of Trustees (hereafter referred to as the "the Subcommittee") in the investment process include:

- the application of a total return philosophy of asset management;
- developing sound and consistent investment policy guidelines;
- selecting and monitoring investment managers;
- selecting an investment consulting organization;
- communicating clearly the major duties and responsibilities of those accountable for achieving investment results;
- monitoring and evaluating results to assure that the guidelines are being adhered to and the objectives are being met;
- taking appropriate action to discharge an investment manager for failure to perform as mutually expected at the time of selecting; and
- undertaking such work and studies as may be necessary to keep the Board of Trustees of the University adequately informed as to the status of the investment of the balance sheet assets (the "Assets").

This Policy shall be reviewed annually every three years by the Subcommittee or upon the advisement of investment advisors or management. All material changes to the Policy will be approved by the Subcommittee and submitted to the University's Board of Trustees for final approval.

RESOLUTION NUMBER: YR 1999-04; YR 2005-23; YR 2006-

Purpose: Investments shall be managed for the use and benefit of the University in a diversified portfolio that focuses, over time, on the preservation of capital, minimization of cost and risk, maintenance of required levels of liquidity in the overall portfolio to meet cash flow requirements, and compliance with state statute. The non-endowment and endowment portfolios are intended to achieve a reasonable yield balanced with a component invested for longer-term appreciation.

The purpose of this policy is to assist the University in more effectively supervising and monitoring the investment activities of its Assets. This Policy is designed to assist University staff and the Investment Subcommittee with regard to its fiduciary responsibility by:

- defining the responsibilities of University staff, its investment managers, and its investment consultant;

- stating in writing the University's attitudes, expectations, and goals for the investment of the Assets;
- providing a basis for reviewing investment management organizations in the selection process;
- encouraging effective communication between the investment managers, investment consultant, the Subcommittee, and Youngstown State University; and
- setting objectives against which the performance results of the investment managers, operating within the constraints imposed by the University's Policy guidelines, can be measured.

A primary expectation for University assets is to support the University by providing current income to the University from both non-endowed and endowed funds, managed on behalf of the University by outside investment professionals, as well as the YSUF, while concurrently growing principal. The asset base is dedicated to providing a reliable source of funds for current and future enhancements at the University.

Parameters:

The management of the non-endowment and endowment funds involves a tradeoff between two competing goals. On the one hand, the funds must preserve capital and maintain liquidity sufficient to distribute cash to fund immediate operating needs and prior spending commitments. On the other hand, the funds must accumulate capital sufficient to support nominal growth in expenses for existing programs and to establish new quasi-endowment funds. The goal of the funds is to accommodate these competing needs by providing adequate short-term liquidity along with long-term capital appreciation.

The Subcommittee recognizes that risk and volatility are present to some degree with all types of investments. However, high levels of risk are to be avoided at the total asset level. This is to be accomplished through diversification by asset class, style of investment manager, and sector and industry limits.

The following statements and guidelines are set forth in an effort to provide direction to each of the investment managers that manage separate accounts for the University. Managers are retained to manage separate pools of assets; and funds are allocated to such managers in order to achieve an appropriate, diversified, and balanced asset mix. The Subcommittee, from time to time, may shift assets from one manager to another to maintain the appropriate mix. Additionally, the Subcommittee recognizes that mutual or commingled funds used by the University may not adhere to these guidelines. However, when selecting mutual or commingled fund products, the Subcommittee will refer to these guidelines as a basis to select new funds.

Selection and retention of investment managers will be based upon each manager's demonstrated ability to provide superior returns over extended time periods compared to similar portfolios, and also upon investment philosophy, organizational stability, and other relevant factors. A written "Investment Guideline Statement" or prospectus clearly outlining objectives and responsibilities will be in place with each investment manager. For the non-endowment funds, the managers shall have discretion to invest assets in cash reserves as they deem appropriate but will be expected under normal circumstances to be fully invested in their assigned asset class. A manager's performance will be evaluated against their fully invested passive benchmark and against similar portfolio results. Passive benchmarks will be used for comparative purposes which most closely approximate the investment mandate's duration, credit quality, security composition, capitalization, style, asset class, etc.

To the extent bequests are made to the University via shares of marketable equity securities, the following provisions apply:

- The policy on bequests as defined by the University Guidebook number 5007.01 will supersede all provisions within this Policy.
- If the bequest is a non-endowed gift, the securities will be sold as soon as prudently possible.
- If the bequest is an endowed gift, the securities will be transferred to the YSUF to manage, unless otherwise specified by the donor and agreed to by the Board of Trustees. Assets held/invested by the YSUF or other institution on behalf of the University will be managed in accordance with pre-arranged investment advisory agreements as well as under the guidelines of this Policy.

Procedures:

1. The Vice President for Administration shall be accountable to the Board of Trustees for implementing this Policy.
2. The Vice President for Administration will report to the Investment Subcommittee at least quarterly on the status of the non-endowment and endowment portfolios.
3. It shall be permissible for the Vice President for Administration to realize gains and losses if such an action would be consistent with the University's investment goals. Losses and gains realized on the non-endowment portfolio shall be charged against current income unless otherwise approved by the Investment Subcommittee.
4. Between meetings of the Board of Trustees, if deemed advisable, other investments not specifically authorized by this Policy may be made if approved by the Investment Subcommittee. Any such actions shall be taken to the Board of Trustees for review at its next meeting.

YOUNGSTOWN STATE UNIVERSITY

General Fund Revenue
FY 2006 and FY 2007

	FY 2006 Modified BUDGET	FY 2007 BUDGET	CHANGE	PERCENT CHANGE	PERCENT of TOTAL
TUITION, FEES & OTHER STUDENT CHARGES					
MANDATORY FEES					
Instructional Fee	\$61,247,000	\$64,769,000	\$3,522,000	5.8%	47.98%
General Fee	13,164,000	13,164,000	0	0.0%	9.75%
Technology Fee	2,649,000	2,649,000	0	0.0%	1.96%
Subtotal - Mandatory Fees	\$77,060,000	\$80,582,000	\$3,522,000	4.6%	59.69%
OTHER TUITION & FEES					
Non-resident Tuition Surcharge	\$3,720,000	\$3,800,000	\$80,000	2.2%	2.81%
Laboratory/Materials Fee	2,425,000	2,425,000	0	0.0%	1.80%
Non-credit Instructional Fees	380,000	380,000	0	0.0%	0.28%
Miscellaneous Fees	273,750	273,750	0	0.0%	0.20%
Application Fee (Undergraduate)	140,000	140,000	0	0.0%	0.10%
Application Fee (College Net)	55,200	55,200	0	0.0%	0.04%
Application Fee (Graduate)	20,000	20,000	0	0.0%	0.01%
Subtotal - Other Tuition & Fees	\$7,013,950	\$7,093,950	\$80,000	1.1%	5.25%
STUDENT CHARGES					
Fines & Penalty Assessments	\$517,500	\$517,500	\$0	0.0%	0.38%
Service Charges	583,750	573,750	(10,000)	-1.7%	0.43%
Subtotal - Student Charges	\$1,101,250	\$1,091,250	(\$10,000)	-0.9%	0.81%
Total - Tuition, Fees & Other Student Chgs.	\$85,175,200	\$88,767,200	\$3,592,000	4.2%	65.75%
STATE APPROPRIATIONS					
State Share of Instruction	\$39,436,598	\$40,091,166	\$654,568	1.7%	29.70%
Success Challenge	2,271,143	2,271,143	0	0.0%	1.68%
Access Challenge	460,406	460,406	0	0.0%	0.34%
Jobs Challenge	90,074	90,074	0	0.0%	0.07%
Subtotal - State Appropriations	\$42,258,221	\$42,912,789	\$654,568	1.5%	31.79%
OTHER SOURCES					
Operating Funds Investment Income	\$1,287,000	\$1,200,000	(\$87,000)	-6.8%	0.89%
Administrative Charge - Bookstore	\$500,000	\$500,000	0	0.0%	0.37%
Administrative Charge - Other Auxiliaries	320,037	337,037	17,000	5.3%	0.25%
Alumni Relations	283,050	283,050	0	0.0%	0.21%
Sales & Services of Educational Activities	119,700	119,700	0	0.0%	0.09%
Private Gifts	88,000	88,000	0	0.0%	0.07%
Other-Miscellaneous	828,792	792,224	(36,568)	-4.4%	0.59%
Subtotal - Other Sources	\$3,426,579	\$3,320,011	(\$106,568)	-3.1%	2.46%
TOTAL GENERAL FUND REVENUE	\$130,860,000	\$135,000,000	\$4,140,000	3.2%	100.00%

YOUNGSTOWN STATE UNIVERSITY

General Fund Expenditures by Natural Classification
FY 2006 and FY 2007

	FY 2006 Modified		FY 2007			
	BUDGET	PERCENT OF TOTAL	BUDGET	PERCENT OF TOTAL	CHANGE	PERCENT CHANGE
PERSONNEL						
Full Service Faculty						
Professor	\$16,279,305	12.4%	\$15,903,089	11.8%	(\$376,216)	-2.3%
Associate Professor	6,257,802	4.8%	6,391,404	4.7%	133,602	2.1%
Assistant Professor	5,415,917	4.1%	6,426,044	4.8%	1,010,127	18.7%
Instructor	1,345,955	1.0%	1,270,934	0.9%	(75,021)	-5.6%
Subtotal - Full Service Faculty Salaries	\$29,298,979	22.4%	\$29,991,471	22.2%	\$692,492	2.4%
Temporary Faculty						
Summer School	\$2,560,000	2.0%	\$3,060,000	2.3%	\$500,000	19.5%
Faculty Overload	72,000	0.1%	72,000	0.1%	0	0.0%
Part-Time Faculty	4,162,266	3.2%	4,162,266	3.1%	0	0.0%
Continuing Education Faculty	111,000	0.1%	109,174	0.1%	(1,826)	-1.6%
Extended Teaching Service	1,217,000	0.9%	1,577,000	1.2%	360,000	29.6%
Subtotal - Temporary Faculty Salaries	\$8,122,266	6.2%	\$8,980,440	6.7%	\$858,174	10.6%
Total Faculty Salaries	\$37,421,245	28.6%	\$38,971,911	28.9%	\$1,550,666	4.1%
Permanent Staff						
Professional/Administrative- Full-Time	\$12,335,974	9.4%	\$12,944,253	9.6%	608,279	4.9%
Professional/Administrative- Part-Time	282,141	0.2%	325,325	0.2%	43,184	15.3%
Classified-Permanent (Part-Time & Full-Time)	15,820,110	12.1%	15,992,656	11.8%	172,546	1.1%
Subtotal - Permanent Staff Salaries	\$28,438,225	21.7%	\$29,262,234	21.7%	\$824,009	2.9%
Temporary Staff						
Classified Temporary/Intermittent	\$576,448	0.4%	\$571,591	0.4%	(\$4,857)	-0.8%
Classified Overtime	91,610	0.1%	91,610	0.1%	0	0.0%
Supplementary Salaries	141,033	0.1%	100,639	0.1%	(40,394)	-28.6%
Occasional Service Payment	21,122	0.0%	21,122	0.0%	0	0.0%
Subtotal - Temporary Staff Salaries	\$830,213	0.6%	\$784,962	0.6%	(\$45,251)	-5.5%
Total Staff Salaries	\$29,268,438	22.4%	\$30,047,196	22.3%	\$778,758	2.7%
Students						
Graduate Assistants	\$1,161,920	0.9%	\$1,161,920	0.9%	\$0	0.0%
Graduate Assistant Interns	20,000	0.0%	20,000	0.0%	0	0.0%
Student Assistants	1,807,025	1.4%	1,649,332	1.2%	(157,693)	-8.7%
Research Assistants	68,025	0.1%	68,025	0.1%	0	0.0%
Task Based Stipends	285,802	0.2%	289,802	0.2%	4,000	1.4%
Subtotal - Student Salaries	\$3,342,772	2.6%	\$3,189,079	2.4%	(\$153,693)	-4.6%
Total - Faculty, Staff & Student Salaries	\$70,032,455	53.5%	\$72,208,186	53.5%	\$2,175,731	3.1%
FRINGE BENEFITS	\$22,729,784	17.4%	\$23,205,725	17.2%	\$475,941	2.1%
TOTAL SALARIES & FRINGE BENEFITS	\$92,762,239	70.9%	\$95,413,911	70.7%	\$2,651,672	2.9%

YOUNGSTOWN STATE UNIVERSITY

General Fund Expenditures by Natural Classification
FY 2006 and FY 2007

	FY 2006 Modified		FY 2007			
	BUDGET	PERCENT OF TOTAL	BUDGET	PERCENT OF TOTAL	CHANGE	PERCENT CHANGE
OPERATING EXPENSES						
Supplies	\$2,178,915	1.7%	\$2,080,597	1.5%	(\$98,318)	-4.5%
Course Supplies (funded by Course Fees)	2,425,000	1.9%	2,425,000	1.8%	0	0.0%
Travel & Related Expenses	1,161,932	0.9%	1,172,873	0.9%	10,941	0.9%
Information & Communication	1,644,190	1.3%	1,623,313	1.2%	(20,877)	-1.3%
Maintenance/Repairs/Utilities	5,933,693	4.5%	6,379,641	4.7%	445,948	7.5%
Library Acquisitions	1,075,160	0.8%	1,075,160	0.8%	0	0.0%
Equipment	646,586	0.5%	599,508	0.4%	(47,078)	-7.3%
TOTAL OPERATING	\$15,065,476	11.5%	\$15,356,092	11.4%	\$290,616	1.9%
MISCELLANEOUS						
Student Scholarships, Aid & Awards	\$3,160,871	2.4%	\$3,854,261	2.9%	\$693,390	21.9%
General Insurance	487,370	0.4%	487,370	0.4%	0	0.0%
Professional Fees & Services	1,407,345	1.1%	1,492,748	1.1%	85,403	6.1%
Bad Debt/Collections	1,076,000	0.8%	878,604	0.7%	(197,396)	-18.3%
Rentals - Non-Facilities	541,854	0.4%	541,854	0.4%	0	0.0%
Other	920,252	0.7%	787,332	0.6%	(132,920)	-14.4%
TOTAL MISCELLANEOUS	\$7,593,692	5.8%	\$8,042,169	6.0%	\$448,477	5.9%
OTHER						
Non-Mandatory Transfers						
Intercollegiate Athletics	\$5,760,400	4.4%	\$6,592,600	4.9%	\$832,200	14.4%
Challenge Funds	1,821,814	1.4%	1,909,625	1.4%	87,811	4.8%
Kilcawley Center	1,056,500	0.8%	1,050,400	0.8%	(6,100)	-0.6%
Marketing Campaign	400,000	0.3%	300,000	0.2%	(100,000)	-25.0%
Housing Debt Service	225,000	0.2%	0	0.0%	(225,000)	-100.0%
Andrews Recreation/Wellness Center	1,040,000	0.8%	1,048,500	0.8%	8,500	0.8%
Technology Initiative	2,630,000	2.0%	2,630,000	1.9%	0	0.0%
Transfer in from other funds	(200,000)	-0.2%	0	0.0%	200,000	-100.0%
Transfer to Operating Reserve (5% of increase)	280,000	0.2%	200,000	0.1%	(80,000)	-28.6%
Other	858,000	0.7%	858,875	0.6%	875	0.1%
Subtotal - Non-Mandatory Transfers	\$13,871,714	10.6%	\$14,590,000	10.8%	\$718,286	5.2%
Miscellaneous Other						
Area Contingency Accounts	\$1,428,879	1.1%	\$1,597,828	1.2%	\$168,949	11.8%
Strategic Initiatives	138,000	0.1%	0	0.0%	(138,000)	-100.0%
Subtotal - Miscellaneous Other	\$1,566,879	1.2%	\$1,597,828	1.2%	\$30,949	2.0%
TOTAL OTHER	\$15,438,593	11.8%	\$16,187,828	12.0%	\$749,235	4.9%
TOTAL GENERAL FUND	\$130,860,000	100.0%	\$135,000,000	100.0%	\$4,140,000	3.2%

**YOUNGSTOWN STATE UNIVERSITY
PERSONNEL ACTIONS
JANUARY 1, 2006—MARCH 31, 2006**

FACULTY APPOINTMENTS FOR BOARD OF TRUSTEES APPROVAL							
NAME	GENDER/ RACE*	POSITION <i>NEW or REPLACEMENT (Including Vacant Position Budgeted Salary)</i>	TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATES	SALARY/FTE / BASE SALARY	COMMENTS
JANUARY 2006							
Dr. John J. Fedlmeier	M/C	R – Warren Young \$50,000	Assistant Professor	Physics & Astronomy	1/03/2006	\$50,000	
Dr. Patricia Gilmartin	F/C		Professor	Sociology & Anthropology	1/30/2006	\$74,091	Returned to YSU full-time from STRS disability retirement
FEBRUARY 2006							
None.							
MARCH 2006							
None.							

PROFESSIONAL/ADMINISTRATIVE APPOINTMENTS FOR BOARD OF TRUSTEES APPROVAL							
NAME	GENDER/ RACE*	POSITION <i>NEW or REPLACEMENT (Including Vacant Position Budgeted Salary)</i>	TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATES	SALARY/FTE / BASE SALARY	COMMENTS
JANUARY 2006							
Ms. Annette Ahrens	F/C	Replacement \$11,488	Assistant Reference Librarian (Temp)	Maag Library	1/3/2006-2/28/2006	\$1,885 .40 FTE \$28,721	New hire; Temporary.
Mr. Jason Rakers	M/C	Replacement \$63,767	Director	Network Services	1/9/2006-6/30/2006	\$34,948 1.00 FTE \$72,500	New hire.

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H = Hispanic-Mexican, Puerto Rican, Cuban, Central/South American or other Spanish culture.

N = American Indian or Alaskan Native, origins in any of the original peoples of North America.

**YOUNGSTOWN STATE UNIVERSITY
PERSONNEL ACTIONS
JANUARY 1, 2006—MARCH 31, 2006**

PROFESSIONAL/ADMINISTRATIVE APPOINTMENTS FOR BOARD OF TRUSTEES APPROVAL

NAME	GENDER/ RACE*	POSITION <i>NEW or REPLACEMENT (Including Vacant Position Budgeted Salary)</i>	TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATES	SALARY/FTE / BASE SALARY	COMMENTS
FEBRUARY 2006							
Ms. Jeannette Bailey-Sigle	F/M	\$27,100	Parent Support Group Coordinator	Rich Center for Autism	2/1/2006-6/30/2006	\$5,646 .50 FTE \$27,100	New hire; Externally funded.
Ms. Susan Beiling	F/C	\$44,196	Manager of Financial Analysis and Collections	Student Accounts and University Receivables	2/8/2006-6/30/2006	\$21,115 1.00 FTE \$54,000	New hire.
Ms. Rosanna O'Neil	F/	\$50,234	Head of Collection Services	Maag Library	2/1/2006-6/30/2006	\$20,931 1.00 FTE \$50,234	New hire.
Mr. Ronald Propri	M/C	\$24,000	Research Fellow (Temporary)	Physics and Astronomy	2/15/2006-6/30/2006	\$8,923 1.00 FTE \$24,000	New hire; Externally funded.
Mr. Stephen Smyczynski	M/C	\$18,000	Research Fellow (Temporary)	Physics and Astronomy	2/15/2006-6/30/2006	\$6,692 1.00 FTE \$18,000	New hire; Externally funded.
Ms. Christine Utnage	F/C	\$28,000	Assistant Coach, Volleyball	Intercollegiate Athletics	2/1/2006-1/31/2007	\$28,000 1.00 FTE \$28,000	New hire.
Ms. Jane Watts	F/C	\$16,640	Assistant Coordinator	Rich Center for Autism	2/6/2006-6/30/2006	\$3,068 .4625 FTE \$16,640	New hire; Externally funded.
MARCH 2006							
Ms. Megan Collins	F/C	\$28,195	Financial Aid Counselor-Federal Programs	Financial Aid and Scholarships	3/1/2006-6/30/2006	\$9,398 1.00 FTE \$28,195	New hire; Externally funded.

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**YOUNGSTOWN STATE UNIVERSITY
PERSONNEL ACTIONS
JANUARY 1, 2006—MARCH 31, 2006**

PROFESSIONAL/ADMINISTRATIVE APPOINTMENTS FOR BOARD OF TRUSTEES APPROVAL

NAME	GENDER/ RACE*	POSITION NEW or REPLACEMENT (Including Vacant Position Budgeted Salary)	TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATES	SALARY/FTE / BASE SALARY	COMMENTS
Mr. Jeffery Good	M/C	\$26,274	Coordinator Basic Communication Course	Communication and Theater	3/1/2006-6/30/2006	\$4,667 .50 FTE \$28,000	New hire; former employee.
Ms. Susan Moorer	F/B	\$38,431	Coordinator of Diversity Initiatives	Equal Opportunity and Diversity	3/1/2006-6/30/2006	\$15,167 1.00 FTE \$45,500	New hire.
Mr. Antoine Smith	M/B	\$50,393	Assistant Coach, Football	Intercollegiate Athletics	3/27/2006- 2/28/2007	\$47,163 1.00 FTE \$50,393	New hire.
Mr. Timothy Stuart	M/C	\$35,072	Manager of Athletic Marketing and Promotions	Intercollegiate Athletics	3/16/2006- 6/30/2006	\$10,229 1.00 FTE \$35,072	New hire.

REHIRES:

JANUARY 2006

Ms. Rhonda Lee Adams	F/C	N/A	Financial Analyst (Temporary)	Financial Services	1/1/2006-6/30/2006	\$19,570 1.00 FTE \$39,140	Contract extension; Temporary.
Ms. Patricia Benetis	F/C	N/A	Skill Center Teacher	Metropolitan College	1/3/2006-6/30/2006	\$14,261 .70 FTE \$41,600	Contract extension; Externally funded.
Mr. John Bralich	M/C	N/A	Research Associate II/Senior Geographic Information Systems (GIS) Analyst	Center for Urban and Regional Studies	1/1/2006-6/30/2006	\$18,689 1.00 FTE \$37,377	Contract extension; Externally funded.

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C = White (not of Hispanic origin), origins in the original peoples of Europe, North Africa, or the Middle East.

H = Hispanic-Mexican, Puerto Rican, Cuban, Central/South American or other Spanish culture.

N = American Indian or Alaskan Native, origins in any of the original peoples of North America.

**YOUNGSTOWN STATE UNIVERSITY
PERSONNEL ACTIONS
JANUARY 1, 2006—MARCH 31, 2006**

PROFESSIONAL/ADMINISTRATIVE APPOINTMENTS FOR BOARD OF TRUSTEES APPROVAL							
NAME	GENDER/ RACE*	POSITION <i>NEW or REPLACEMENT (Including Vacant Position Budgeted Salary)</i>	TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATES	SALARY/FTE / BASE SALARY	COMMENTS
Mr. Jamael Tito Brown	M/B	N/A	Research Associate I/Community Organizer	Center for Urban and Regional Studies	1/1/2006-6/30/2006	\$16,251 1.00 FTE \$32,502	Contract extension; Externally funded.
Ms. Holly Burnett-Hanley	F/C	N/A	Research Associate II/Environmental Coordinator	Center for Urban and Regional Studies	1/1/2006-6/30/2006	\$18,688 1.00 FTE \$37,377	Contract extension; Externally funded.
Mr. Joseph Edwards	M/C	N/A	Dean and Professor	College of Fine and Performing Arts	1/1/2006-6/30/2006	\$64,000 1.00 FTE \$128,000	Promoted to Dean from Associate Dean.
Dr. Ikram Khawaja	M/A	N/A	Interim Dean (Temporary)	College of Arts and Sciences	1/1/2006-5/31/2006	\$50,212 1.00 FTE \$120,510	Contract extension; Temporary.
Ms. Elizabeth Mancini	F/C	N/A	Research Associate I/Evaluator	Center for Human Services Development	1/1/2006-6/30/2006	\$13,001 .80 FTE \$32,502	Contract extension; Externally funded.
Mr. Steven Melek	M/C	N/A	Skill Center Teacher	Metropolitan College	1/3/2006-6/30/2006	\$14,261 .70 FTE \$41,600	Contract extension; Externally funded.
Mr. Charles Sager	M/C	N/A	Skill Center Teacher	Metropolitan College	1/3/2006-6/30/2006	\$14,261 .70 FTE \$41,600	Contract extension; Externally funded.

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**YOUNGSTOWN STATE UNIVERSITY
PERSONNEL ACTIONS
JANUARY 1, 2006—MARCH 31, 2006**

PROFESSIONAL/ADMINISTRATIVE APPOINTMENTS FOR BOARD OF TRUSTEES APPROVAL							
NAME	GENDER/ RACE*	POSITION NEW or REPLACEMENT (Including Vacant Position Budgeted Salary)	TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATES	SALARY/FTE / BASE SALARY	COMMENTS
Ms. Norma Stefanik	F/C	N/A	Research Associate II/Urban Designer	Center for Urban and Regional Studies	1/1/2006-6/30/2006	\$19,998 1.00 FTE \$39,995	Contract extension; Externally funded.
FEBRUARY 2006							
None.							
MARCH 2006							
Ms. Annette Ahrens	F/C	N/A	Assistant Reference Librarian (Temporary)	Maag Library	3/1/2006-3/31/2006	\$ 957 .40 FTE \$28,721	Contract extension.
Mr. Craig Antush	M/C	N/A	Assistant Coach, Baseball	Intercollegiate Athletics	3/1/2006-8/31/2006	\$6,180 .50 FTE \$24,720	Rehire.
Ms. Kathleen Bouquet	F/C	N/A	Coordinator, University Financial Reconciliations (Temporary Full- Time)	General Accounting	3/1/2006-6/30/2006	\$13,648 1.00 FTE \$40,945	Temporary full- time in conjunction with YES Project.
Ms. Rebecca Bowen	F/	N/A	Assistant Reference Librarian (Temporary)	Maag Library	3/1/2006-5/15/2006	\$2,393 .40 FTE \$28,721	Contract extension.
Dr. Ronald Chordas	M/C	N/A	Interim Executive Director of Human Resources	Human Resources	3/1/2006- 12/31/2006	\$86,496 1.00 FTE \$97,795	Temporary reassignment from Associate Provost for

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**YOUNGSTOWN STATE UNIVERSITY
PERSONNEL ACTIONS
JANUARY 1, 2006—MARCH 31, 2006**

PROFESSIONAL/ADMINISTRATIVE APPOINTMENTS FOR BOARD OF TRUSTEES APPROVAL							
NAME	GENDER/ RACE*	POSITION <i>NEW or REPLACEMENT (Including Vacant Position Budgeted Salary)</i>	TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATES	SALARY/FTE / BASE SALARY	COMMENTS
							Academic Administration and Director Center for Human Services Development .
Ms. Heidi Hallas	F/C	N/A	Research Associate I/Evaluator and Planner	Center for Human Services Development	3/1/2006-6/30/2006	\$10,834 1.00 FTE \$32,502	Contract extension; Externally funded.
Mr. Richard McElhaney	M/C	N/A	Assistant Coach, Men's and Women's Track and Field	Intercollegiate Athletics	3/1/2006-5/31/2006	\$1,602 .50 FTE \$12,816	Rehire.
Mr. Jerome Olsavsky	M/C	N/A	Assistant Coach, Football	Intercollegiate Athletics	3/1/2006-5/31/2006	\$5,092 .75 FTE \$27,159	Rehire.
Dr. Nathan Ritchey	M/C	N/A	Interim Associate Provost for Academic Administration	Office of the Provost	3/1/2006- 12/31/2006	\$83,333 1.00 FTE \$100,000	Temporary assignment from Chair, Mathematics .
Mr. Casey Vogt	M/C	N/A	Assistant Coach, Football	Intercollegiate Athletics	3/1/2006-5/31/2006	\$6,365 .75 FTE \$33,949	Rehire.
Dr. Matthias Zeller	M/C	N/A	Staff Scientist	Core Instrumentation Support Unit	3/1/2006-6/30/2006	\$15,000 1.00 FTE \$45,000	Rehire; Externally funded.

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**YOUNGSTOWN STATE UNIVERSITY
PERSONNEL ACTIONS
JANUARY 1, 2006—MARCH 31, 2006**

CLASSIFIED APPOINTMENTS FOR INFORMATION ONLY							
NAME	GENDER/ RACE*	POSITION NEW or REPLACEMENT (Including Vacant Position Budgeted Salary)	TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATE	SALARY/FTE / BASE SALARY	COMMENTS
JANUARY 2006							
Ms. Amanda Parsons	F/C	New	Data Entry Operator 2	Undergraduate Admissions	1/30/2006	\$27,684 1.00 FTE	
Ms. Christine Thomas	F/C	Replacement \$28,773	Administrative Assistant 1	Financial Aid & Scholarships	1/03/2006	\$32,739 1.00 FTE	
FEBRUARY 2006							
Ms. Shari McKinney	F/C	Replacement \$26,121	Secretary 2	Geological & Environmental Sciences	2/06/2006	\$27,206 1.00 FTE	
Ms. Desa Pavlichich	F/C	Replacement \$13,656	Secretary 2	Center for International Studies & Programs	2/20/2006	\$13,603 .50 FTE	
Mr. Keith Page	M/B	New	Mail Clerk Messenger / Parking Attendant	Mailroom / Parking Services	2/27/2006	\$28,433 1.00 FTE	Departments to share cost equally
MARCH 2006							
Ms. Nancy Brett	F/C	Replacement \$26,021	Account Clerk 2	Student Accounts and University Receivables	3/09/2006	\$26,020 1.00 FTE	
Ms. Lisa DeVore	F/C	Replacement	Purchasing Assistant 2	Bookstore	3/17/2006	\$26,811 1.00 FTE	Temporary position
Ms. Susan Jones	F/C	New	Account Clerk 2	Payroll	3/23/2006	\$29,660 1.00 FTE	Temporary position
Ms. Karen Llewellyn	F/C	New	Secretary 1	Student Diversity Programs	3/13/2006	\$34,112 1.00 FTE	

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**YOUNGSTOWN STATE UNIVERSITY
PERSONNEL ACTIONS
JANUARY 1, 2006—MARCH 31, 2006**

CLASSIFIED APPOINTMENTS FOR INFORMATION ONLY							
NAME	GENDER/ RACE*	POSITION NEW or REPLACEMENT (Including Vacant Position Budgeted Salary)	TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATE	SALARY/FTE / BASE SALARY	COMMENTS
Ms. Nicolene Cole	F/C	Replacement \$27,206	Secretary 2	Psychology	3/27/2006	\$32,011 1.00 FTE	
SEPARATIONS							
NAME	GENDER/ RACE*	CATEGORY OF EMPLOYMENT	TITLE	DEPARTMENT	SEPARATION DATE	VACANT POSITION BUDGETED SALARY	COMMENTS
RETIREMENTS:							
JANUARY 2006							
None.							
FEBRUARY 2006							
None.							
MARCH 2006							
Dr. Peter Beckett	M/C	Faculty	Professor	Psychology	3/31/2006	\$79,229	Deceased
Ms. Renee Drissen	F/C	CCS	Secretary 2	Undergraduate Admissions	3/31/2006	\$27,206	ERIP
Ms. Joan Brennan	F/C	CCS	Administrative Assistant 1	Student Services	3/31/2006		ERIP
Ms. Karen Pomponio	F/C	CCS	Administrative Assistant 1	Mechanical & Industrial Engineering	3/31/2006	\$28,662	ERIP
Ms. Cleo Nastopoulos	F/C	CCS	Programmer/ Analyst 5	Computer Services	3/31/2006		ERIP

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**YOUNGSTOWN STATE UNIVERSITY
PERSONNEL ACTIONS
JANUARY 1, 2006—MARCH 31, 2006**

CLASSIFIED APPOINTMENTS FOR INFORMATION ONLY							
NAME	GENDER/ RACE*	POSITION <i>NEW or REPLACEMENT (Including Vacant Position Budgeted Salary)</i>	TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATE	SALARY/FTE / BASE SALARY	COMMENTS
Ms. Kaye Snowberger	F/C	CCS	Accountant 2	General Accounting	3/31/2006		ERIP
Ms. Willa Mattern	F/C	CCS	Administrative Assistant 2	Educational Administration, Research and Foundations	3/31/2006	\$28,662	ERIP
Mr. Russell Harnack	M/C	CCS	Groundskeeper 2	Grounds	3/31/2006		ERIP
Ms. Mary Margaret Hovanes	F/C	CCS	Administrative Assistant 2	Kilcawley Center	3/31/2006		ERIP
Mr. Phillip Crish	M/C	CCS	Automotive Mechanic 3	Grounds	3/31/2006	\$31,117	ERIP
Ms. Georgia Trolie	F/C	CCS	Programmer/ Analyst 5	Computer Services	3/31/2006		ERIP

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**YOUNGSTOWN STATE UNIVERSITY
PERSONNEL ACTIONS
JANUARY 1, 2006—MARCH 31, 2006**

SEPARATIONS							
NAME	GENDER/ RACE*	CATEGORY OF EMPLOYMENT	TITLE	DEPARTMENT	SEPARATION DATE	VACANT POSITION BUDGETED SALARY	COMMENTS
SEPARATIONS:							
JANUARY 2006							
Mr. Brian Corvino	M/C	P/A	Manager of Marketing and Promotions	Intercollegiate Athletics	1/29/2006	\$35,072	Resignation.
Ms. Kathryn Donofrio	F/C	P/A	Intervention Classroom Instructional Assistant	Rich Center for Autism	1/17/2006	\$21,630	Resignation; Externally funded.
Dr. Joseph Edwards	M/C	P/A	Associate Dean and Professor	College of Fine and Performing Arts	1/12/2006	\$112,950	Promoted to Dean.
Mr. Remy Wheeler	M/C	P/A	Research Fellow (Temporary)	Physics and Astronomy	1/1/2006	\$17,000	Contract ended; Externally funded.
Dr. Matthias Zeller	M/C	P/A	Instrumentation Scientist (Temporary)	Chemistry	1/1/2006	\$46,350	Contract ended; Externally funded.
Ms. Jill Zipay	F/C	P/A	Prospect Research Coordinator	University Development	1/12/2006	\$33,475	Resignation.
Ms. Christine Thomas	F/C	CCS	Account Clerk 2	Student Accounts & University Receivables	1/3/2006	\$26,021	Promotion to Administrative Assistant 1 in Financial Aid & Scholarships
FEBRUARY 2006							
Dr. Margaret Biggs	F/C	P/A	Program Coordinator of the Scottish Rite Learning Center	Teacher Education	2/3/2006	\$27,065	Resignation; part-time Externally funded.

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**YOUNGSTOWN STATE UNIVERSITY
PERSONNEL ACTIONS
JANUARY 1, 2006—MARCH 31, 2006**

SEPARATIONS							
NAME	GENDER/ RACE*	CATEGORY OF EMPLOYMENT	TITLE	DEPARTMENT	SEPARATION DATE	VACANT POSITION BUDGETED SALARY	COMMENTS
Ms. Andrea Jackson	F/	P/A	Assistant Coach, Volleyball	Intercollegiate Athletics	2/1/2006	\$23,339	Non-renewal; part-time.
Ms. Elizabeth Reel	F/C	P/A	Intervention Aide	Rich Center for Autism	2/20/2006	\$15,600	Resignation; Externally funded.
Mr. Keith Page	M/B	CCS	Custodial Worker (.50 FTE)	Housing & Residence Life	2/27/2006		Promotion to Mail Clerk Messenger / Parking Attendant in Mailroom/Parkin g Services
MARCH 2006							
Mr. Dana Chambers	M/	P/A	Assistant Coach, Football	Intercollegiate Athletics	3/21/2006	\$50,393	Resignation.
Ms. Jamie Orr	F/C	P/A	Intervention Aide	Rich Center for Autism	3/10/2006	\$21,000	Resignation; Externally funded.

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SUMMARY OF PERSONNEL ACTIONS

January 1, 2006—March 31, 2006

Budgeted Positions - 32

New Positions – 12

- Professional/Administrative – 8
- Classified - 4

Replacement Positions – 13

- Professional/Administrative - 7
- Classified Civil Service - 5

Rehires - 7

- Professional/Administrative – 6
- Faculty - 1

Externally – Funded Positions - 15

New Positions - 5

- Professional/Administrative - 5

Rehires - 10

- Professional/Administrative - 10

Separations – 24

Retirements – 10

- Classified Civil Service - 10

Resignations - 11

- Professional/Administrative – 8
- Classified – 2
- Faculty - 1

Contract Ended - 3

- Professional/Administrative – 3

FACULTY & STAFF

RECOMMENDED FOR EMERITUS STATUS

(Board of Trustees Meeting, June 23, 2006)

NAME	TITLE
Joseph Babisch	Faculty Emeritus
Richard Bevly	Administrator Emeritus
Alfred L. Bright	Faculty Emeritus
John J. Buoni	Faculty Emeritus
Richard L. Burden	Faculty Emeritus
Theodore S. Chrobak	Faculty Emeritus
Dennis A. Clouse	Administrator Emeritus
Wade C. Driscoll	Faculty Emeritus
J. Douglas Faires	Faculty Emeritus
Robert H. Foulkes Jr.....	Faculty Emeritus
Saul S. Friedman	Faculty Emeritus
Beverly L. Gartland	Faculty Emeritus
Francis R. Krygowski	Faculty Emeritus
Maria G. Lame	Administrator Emeritus
Mark A. Masaki	Faculty Emeritus
Richard C. Mitchell	Faculty Emeritus
Virginia Phillips	Faculty Emeritus
Pauline V. Saternow	Administrator Emeritus
K. J. Satrum	Administrator Emeritus
Diane Ament Scacchetti	Administrator Emeritus
Leonard L. Schaiper	Faculty Emeritus
Thomas A. Shipka	Faculty Emeritus
Sandra J. Stanhope	Administrator Emeritus
Sandra W. Stephan	Faculty Emeritus
David T. Stephens	Faculty Emeritus
Nancy S. Sweeney	Faculty Emeritus
Edward B. Tokar	Faculty Emeritus
L. Allen Viehmeyer	Faculty Emeritus

Agenda Item E.4.c.
Exhibit I



Subject: Search Waivers for Strategic Hiring

Developed by:	Jimmy Myers	Authorized by:	Robert K. Herbert and Ronald Chordas
Title:	Director of Equal Opportunity and Diversity	Title:	Provost
Date:	April 21, 2006	EFFECTIVE:	June 23, 2006

<p>Policy: To advance institutional strategic goals by recruiting faculty and staff members, a recommendation for employment may be made without a national search, provided a waiver of search procedures is approved by the Director of Equal Opportunity and Diversity.</p>

RESOLUTION NUMBER: YR 2006-

Purpose: Youngstown State University recognizes the importance of faculty and staff recruiting as one mechanism to address and advance institutional strategic priorities and mission.

This policy is designed to allow the University to respond in a timely fashion to advance institutional strategic goals and to guarantee that consideration of excellence in faculty and staff recruitment is not jeopardized.

Strategic Hiring Programs provide a process for requesting a search waiver and/or single or multi-year financial support for fully qualified individuals who can make a unique contribution to the University and its strategic plan.

Criteria: The following criteria for granting waiver and funding requests will be considered:

- Qualifications of the individual being recruited, including likelihood of continued success (e.g., promotion and tenure, where applicable)
- Relevance of the hire to the university's strategic priorities
- Agreement of the hiring unit for the requested appointment
- Identification of funds to support the position over time
- Rationale for waiving the normal search requirement

Procedures: Questions about search waivers should be directed to the Director of Equal Opportunity and Diversity. Candidates for employment under the search waiver must be systematically reviewed by the hiring department or academic unit. If that unit believes the individual has appropriate credentials and has skills that are compatible with the department's needs and the mission of the department and university, the unit may recommend that individual for recruitment without a search.

When any unit inquires about employment opportunities for a potential faculty or staff recruit that is within the university's strategic interest, the Chair/Director of his or her unit will request a copy of the potential employee's curriculum vitae and other relevant materials. The Office of Equal Opportunity and Diversity must also be contacted for information and assistance. In consultation with the relevant divisional Vice President or the President, the Director of Equal Opportunity and Diversity is authorized to grant a waiver from the requirement for a search.

The University will provide the Board of Trustees with an annual report on hiring activity under this policy.

The recruitment of administrative and executive officers of the University is not included within the scope of this policy. See Policy 9001.01 for the selection of administrative and executive officers.

Cross reference: Policy 2001.02 Equal Opportunity and Affirmative Action Recruitment and Employment.

YSU
YSU APAS
AGREEMENT

**July 1, 2006
through
June 30, 2009**

AGREEMENT

between

YOUNGSTOWN STATE UNIVERSITY

and

YOUNGSTOWN STATE UNIVERSITY

ASSOCIATION

OF

PROFESSIONAL/ADMINISTRATIVE STAFF

Effective

July 1, 2006 through June 30, 2009

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NOTES

**APPENDIX L
YSU-APAS
STAFF PROFESSIONAL DEVELOPMENT APPLICATION**

Name: _____

Department: _____

Date: _____

Staff Professional Development Opportunity: _____

Location: _____

Date(s): _____

Costs of Attendance

Fees: \$ _____

Travel: \$ _____

Meals: \$ _____

Lodging: \$ _____

Total Request: \$ _____

Requested By: _____ Date _____

Signature of Bargaining Unit Member

Signature of Immediate Supervisor

☐ Approve

Date _____

☐ Disapprove

Signature of Account Authority

☐ Approve

Date _____

☐ Disapprove

Amount Approved: \$ _____

**ARTICLE 1
AGREEMENT**

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

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

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

**ARTICLE 2
RECOGNITION AND SCOPE OF UNIT**

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

2.2: The bargaining unit shall consist of those employees of the University serving in positions in the bargaining unit certified by the Ohio State Employment Relations Board (hereinafter SERB) in Case No. 90-REP-12-0318 on January 16, 1991 and year ~~2000~~ 2006 SERB case (pending SERB certification), as subsequently amended by order of the State Employment Relations Board. The positions included in the bargaining unit are listed on Appendix A to this Agreement.

2.3: Excluded from the bargaining unit shall be all other employees of the University, all students (other than bargaining unit members enrolled in classes), all individuals who are not "public employees" as defined by Ohio Rev. Code 4117 and all employees whose employment is dependent on

externally funded sources. Professional/Administrative positions excluded from the bargaining unit are listed on Appendix B to this Agreement.

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

ARTICLE 3 TERM OF AGREEMENT

3.1: Upon ratification by the parties, this Agreement shall become effective at 12:01 a.m. on July 1, ~~2003~~ 2006, and shall remain in effect until 11:59 p.m. on June 30, ~~2006-2008~~ 2009.

3.2: Successor Agreement: On or before January 1, ~~2006-2008~~ 2009, either party may notify the other that it wishes to renew or modify this Agreement. In this event, the parties shall meet no later than April 1, ~~2006~~ 2008 2009, to negotiate with respect to a successor Agreement.

ARTICLE 4 SALARIES

4.1: Salary Increases: All full-time staff in the bargaining unit who were appointed to their positions on or before April 1, ~~2003-2006~~ and continue in that position ~~for 2003-2004~~ shall receive the following increases:

Effective July 1, ~~2003~~2006:

APPENDIX K YSU-APAS EMERGENCY SICK LEAVE BANK

Application for Use of ESLB Days

TO: Executive Director of Human Resources

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

Estimated duration of leave: _____

Explanation of illness/injury: _____

NAME (printed): _____

Signature: _____ DATE: _____

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

TO: Executive Director of Human Resources

The above ESLB member has been approved by the ESLB Committee to use _____ Day(s) from the YSU-APAS ESLB.

Signed (Chair, ESLB Committee): _____

Date: _____

cc: Applicant
ESLB Committee
Executive Director, Human Resources
YSU-APAS President

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

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

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

APPENDIX GG SUMMARY OF HEALTH CARE COVERAGE (CONTINUED)

	SuperMed Classic (Replaces Traditional)	SuperMed Select	Anthem HMP
Human Organ & Tissue Transplants	Covered in Full \$10,000 max per organ for acquisition, preparation, transportation and storage \$10,000 max per organ for transportation of a Covered Person to the nearest Hospital or Skilled Nursing Facility \$1,000,000 Lifetime maximum	Covered in Full	Covered in Full
Medical Supplies, Equipment and Appliances	15% coinsurance after deductible	Covered in full	20% Coinsurance
Prescription Drugs (including oral contraceptives)			
Member Pharmacies	\$2/\$12-17/\$32 copayment per prescription; 34-day supply	\$2/\$12-17/\$32 copayment per prescription; 34-day supply	\$2/\$127/\$32 copayment per prescription; 30-day supply
Mail-order: 90-day supply	\$23/\$12-25/\$48 copayment per prescription	\$23/\$12-25/\$48 copayment per prescription	\$23/\$12-25/\$48 copayment per prescription **

** This benefit administered through Medical Mutual of Ohio

APPENDIX GG
SUMMARY OF HEALTH CARE COVERAGE (CONTINUED)

	SuperMed Classic(Replaces Traditional)	SuperMed Select	Anthem HMP
Mental Health and Substance Abuse Limits and Maximums Apply			
Inpatient Care	In-Network: 15% coinsurance after deductible Non-network: 25% coinsurance after deductible Limited to 31 days combined in or out of network	Covered in full Non-authorized services: 50%. Limited to 30 days combined in or out of network	Covered in full, limited to 30 days. Non-network: not covered.
Outpatient Care	In-Network: 15% coinsurance after deductible Non-network: 25% coinsurance after deductible Limited to 30 visits combined in or out of network	Covered in full Non-authorized services: 50% Limited to 30 visits combined in or out of network	Covered in full, limited to 50 vis- its. Non-network: not covered
Inpatient & Out- patient Substance Abuse Programs	Inpatient Mental Health Care, Drug Abuse and Alco- holism lim- ited to three ad- missions per life- time.	Inpatient Drug Abuse and Alco- holism limited to three admissions per lifetime	Inpatient Sub- stance Abuse Programs are limited to 30 day max. Inpatient days count against Mental Health Inpatient days. 2 per lifetime

~~**4.565: Movement Within Salary Grade:** The Association and the Administration shall form a joint committee to develop a framework for within-grade salary adjustments. The committee shall consist of three (3) members appointed by the Association and three (3) members appointed by the Administration. The committee shall begin its meetings no later than November 1, 2003 and make its written recommendations to the Association and the Administration by May 1, 2004. Any terms and conditions resulting from the recommendations will be implemented no later than July 1, 2004.~~

4.7: Pay Grade Changes: A full-time member of the bargaining unit may make a request in writing to the Executive Director of Human Resources that his/her Pay Grade assignment be re-evaluated. If the Executive Director of Human Resources determines that a position will be moved to a higher Pay Grade, the bargaining unit member will receive a minimum five percent (5%) salary increase for each Pay Grade move upward. If it is determined that a movement within grade is to be made, the Executive Director of Human Resources will recommend a base salary adjustment ranging from one percent (1%) to five percent (5%).

4.86: Distinguished Service Program: Each year, up to six (6) full-time members and one (1) part-time member of the bargaining unit shall be granted a Distinguished Service Award in recognition of outstanding performance of their duties. The recipients shall be selected by a three (3) member Distinguished Service Committee, which shall be chaired by the President of the University or his/her designee, with one member designated by the President of YSU-APAS, and the third member designated by the first two members.

Full-time Bargaining Unit Member Eligibility: Full-time Bargaining unit members must have five (5) complete years of University service by March 1, of the selection year. A complete year of service will be credited provided the individual serves a minimum of three-fourths (3/4's) of the normal contract year, exclusive of extended sick leave and leave without pay.

Part-time Bargaining Unit Member Eligibility: Part-time bargaining members must have completed the equivalent of three (3) years of University service within the bargaining unit by March 1 of the selection year (i.e., .50 FTE bargaining unit members would be eligible after six (6) years of service). A year of service will be credited provided the individual

serves a minimum of three-fourths (3/4's) of the normal contract year, exclusive of extended sick leave and leave without pay; if the bargaining unit member is under contract for less than twelve (12) months each year, the years of service will be prorated. For example, if an employee worked nine (9) months each year at .75 FTE for five years, he/she would receive $[(.75 \times 9/12) \times 5] = 2.81$ years of credit.

Candidates for the Distinguished Service Award may nominate themselves or may be nominated by a YSU student, a YSU employee, or a YSU alumnus/alumnae. Such nominations shall be made on a form available in the Office of the Executive Director of Human Resources. Written justification for the nomination must be attached to the form. Full-time recipients of the Distinguished Service Award shall receive \$1200; a stipend of \$600 and \$600 to be added to his/her base salary in the next contract year. A part-time recipient shall receive a stipend of \$600. A bargaining unit member retiring before July 1 of the next contract year shall receive a full stipend of \$1,200. The President of the University shall make an appropriate public announcement of the awards each year. There shall be no restriction on the number of times an individual may receive a Distinguished Service Award.

4.97: Ten-Year Equity Adjustment: Appraisal Benefit: Full-time bargaining unit members will be eligible for a base salary adjustment after ten (10) years of continuous full-time University service, which includes five (5) years APAS service. ~~if they meet at least three (3) of the four (4) criteria listed in A through D below:~~

No bargaining members will receive more than a one-time four percent (4%) base salary increase in addition to any annual increase during the term of this Agreement. Bargaining unit members who move up one Pay Grade must have served five (5) years in their new Pay Grade to be eligible for the ~~ten-year equity adjustment appraisal benefit.~~

All full-time staff salaries will be calculated on a twelve (12)-month equivalency to determine eligibility for the ten (10)-year ~~equity adjustment appraisal benefit.~~ Eligibility for the ten (10)-year ~~equity adjustment appraisal benefit~~ will be determined after annual raises have been added to a bargaining unit member's salary at the completion of his/her tenth (10th) year.

A. ——— Two (2) most recent Performance Evaluations;

APPENDIX GG SUMMARY OF HEALTH CARE COVERAGE (CONTINUED)

	SuperMed Classic (Replaces Traditional)	SuperMed Select	Anthem HMP
Hospice Services	In-Network - 15% Coinsurance after Deductible Non-Network - 25% Coinsurance after Deductible	Covered in Full Non Authorized Services - 50%	Covered in Full Non-Network - not covered
Emergency Care/Urgent Care Hospital Emergency Room			
Physician Services	In-Network: 15% coinsurance after deductible;	Covered in full	Covered in full
Facility Charges	Non-network: 25% coinsurance after deductible.	Covered in full	\$50 copayment
Urgent Care:	(This applies to both ER and UC charges.)		
Physician Services		Covered in full	Covered in full
Facility Charges		Covered in full	\$25 copayment
Ambulance Services	15% coinsurance, after deductible	Covered in full	Covered in full
Maternity Services	15% coinsurance, after deductible	Covered in full	Covered in full

**APPENDIX GG
SUMMARY OF HEALTH CARE COVERAGE (CONTINUED)**

SuperMed Classic (Replaces Traditional)	Inpatient Services		Outpatient Facility		Outpatient Services		Inpatient & Outpatient Professional/ Ancillary Charges		Inpatient & Outpatient Physician Services		Home Care Services	
	SuperMed Select	Non-Network - 20% Services - 25% Insurance, after Deductible	Covered in Full	Covered in Full	In-Network - 15% Insurance, after Deductible	Non-Network - 25% Insurance, after Deductible	In-Network: 15% Coinsurance after Deductible	Non-Authorized Services: 50%	Covered in Full	Non-Network - 25% Coinsurance after Deductible	In-Network - 15% Coinsurance after Deductible	Non-Network - 25% Coinsurance after Deductible
		Covered in Full	Covered in Full	Covered in Full	Covered in Full	Non-Network - 20% Services - 25% Insurance, after Deductible	Covered in full	Non-Authorized Services: 50%	Covered in Full	Covered in Full	Covered in Full	Non-Network - 20% Services - 25% Insurance, after Deductible

- 1) APAS member must receive at least a rating of "satisfactory" (S) in all job characteristics.
- 2) Must receive a rating of "exceed requirements" (E) in at least three (3) segments of job characteristics. Bargaining unit members who are reporting to a new supervisor (in such supervisory position for less than six months) may elect to have their last three (3) evaluations considered in meeting this requirement.
- Bargaining unit members applying for the ten-year appraisal benefit who do not have two (2) performance evaluations utilizing the current performance evaluation form (see Appendix F) will utilize the criteria and evaluation form in the 1997-2000 Agreement.

- B. A bargaining unit member must have received at least one (1) Distinguished Service Award in the most recent five (5) years of service, including application year.
- C. A bargaining unit member must have completed six (6) semester hours of course work (with C- or better grade) or 90 classroom hours of training, seminars or continuing education courses during the most recent five (5) years of service, including application year. All course work and/or classroom hours must have relevance to the bargaining unit member's job. The supervisor must affirm the relevance of the course work as part of the application for the benefit. The bargaining unit member must provide a copy of a certification form for all courses taken. If the course does not have a certification form, the bargaining unit member will obtain a copy of a verification form from Human Resources and have it signed by the instructor in charge. The University is responsible for funding professional development experiences only to the extent of benefits in this Agreement.

- D. A bargaining unit member must have performed University or community service at least twice in the most recent five (5) years of service, including application year.

At least one of the service components must be University service. Acceptable service components are:

- 1) Served on departmental, division, or University committee for a year or served as a member of the APAS collective bargaining team during at least one (1) of the previous two (2) negotiation sessions, or served at least two (2) years as a member of the Executive Committee of APAS during the past five (5) years. Received a grant coordinated by the University Grants and Contracts Office within the past five (5) years. Performed Community Service (must have served on one of the following):

- Served on University/University Community partnership committee/ team.
- Served as an officer of a community board.

Served as a member of two (2) community boards in the past five (5) years. Bargaining unit members who wish to be considered for the Ten (10)-Year Equity Adjustment ten-year appraisal benefit must apply, by April 1 of their tenth (10th) year of service, by completing a form provided by the Executive Director of Human Resources. The applicant must cite the credentials that meet the criteria for the Ten (10)-Year Equity Adjustment ten-year appraisal benefit. A committee consisting of two (2) members appointed by the Executive Director of Human Resources and two (2) members appointed by the President of APAS, shall choose a fifth (5th) member who will chair the committee. The committee will review applications to determine if candidates have met the criteria. The committee's decision is final and binding. There is no appeal and its decision is not grievable.

In order to be eligible for the Ten (10)-Year Equity Adjustment, the bargaining unit member must receive at least a rating of "satisfactory" (S) in all job characteristics for all performance evaluations completed in the last five (5) years.

Bargaining unit members who are not eligible immediately after their tenth (10th) year may apply at a later date as soon as they have at least a rating of "satisfactory" (S) in all job characteristics for all performance evaluations completed during the last five (5) years.

APPENDIX GG SUMMARY OF HEALTH CARE COVERAGE (CONTINUED)

	SuperMed Classic (Replaces Traditional)	SuperMed Select	Anthem HMP
Physical Rehabilitation			
Physical and Occupational *	15% Coinsurance after Deductible	Covered in full	Covered in full, 60 visit maximum
Spinal Manipulation *	15% Coinsurance after Deductible	Covered in full	Covered in full, 12 visit maximum
	25 visit maximum combined for Physical/Occupational Therapy and Spinal Manipulation	25 visit maximum combined for Physical/Occupational Therapy and Spinal Manipulation	
Speech Therapy	15 Visit Maximum, 15% Coinsurance, after Deductible	Covered in full, 15 visit maximum	Covered in full, 20 Visit maximum
Cardiac Rehabilitation	15% Coinsurance, after Deductible	Covered in full	Covered in full

APPENDIX GG
SUMMARY OF HEALTH CARE COVERAGE (CONTINUED)

	SuperMed Classic (Replaces Traditional)	SuperMed Select	Anthem HMP
Preventive Care			
Mammographies and Pelvic Exams, PAP Testing, and PSA Test	For each Covered Person, 100% of UCR, not subject to Deductible and Coinsurance	Covered in Full	Covered in Full
Immunizations, Annual Diabetic Eye Exam, and Routine Physical Exams	For each Covered Person, first \$300 covered at 100%, then subject to Deductible and Coinsurance	Covered in Full	Covered in Full
Routine Colonoscopy	Covered in Full	Covered in Full	Covered in Full
Vision & Hearing Exams	Refer to benefit certificate for vision plan.	Refer to benefit certificate for vision plan.	Covered in Full

For purposes of determining eligibility for the Ten (10)-Year Equity Adjustment, years of service refers to continuous full-time fiscal contract years of service. If a member of the bargaining unit is appointed to a full-time position on any date other than the normal beginning of a fiscal contract year, the initial year of service shall count if the individual serves a minimum of three-fourths (3/4's) of the complete fiscal contract year, exclusive of extended sick leave and leave without pay. Other years of service shall be considered complete years of service provided the individual serves a minimum of three-fourths (3/4's) of the normal contract year, exclusive of extended sick leave and leave without pay.

4.108: Salaries for Part-time Staff: Members of the bargaining unit who are part-time staff shall have their positions audited and be placed in the appropriate pay grade. Position audits will be complete by March 31, 2001. Continuing members of the bargaining unit who are part-time staff shall receive the salary increases provided for in Section 4.1, pro-rated based on the part-time employee's FTE as defined in Article 10, Section 10.1. Members of the bargaining unit who are part-time shall be paid no less than the minimum salary of their pay grade. ~~Salaries of part-time staff which must be raised beyond the salary increases provided for in Section 4.1, will be retroactive to July 1, 2000.~~

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

ARTICLE 5
INSURANCE BENEFITS

5.1: Health Care Advisory Task Force: The University and the Association support the continuance of the University Health Care Advisory Task Force, consisting of at least two (2) representatives from the University and at least two (2) representatives from the Association. The charge of the task force is to review and assess existing medical, dental, prescription drug, and life insurance benefits currently provided by the University and to explore viable options for maintaining benefits levels. During the term of this Agreement, the HCATF shall determine the impact of the Health Insurance Portability and Accountability Act of 1996 and review other

health related issues presented to the Task Force. The HCATF shall make annual reports to the University and Association.

5.2: Effective January 1, 2003 2006, and for the duration of this Agreement, eligible members of the bargaining unit will have not less than three group health insurance plans from which to choose, with benefits under each plan equivalent to or better than those provided in the certificates that were in place as of January 1, 2002 December 31, 2005, except that the enhanced benefit levels specified in the schedule attached hereto as Appendix G shall be provided. Members of the bargaining unit will annually have the right to enroll in one of the plans during the open enrollment period established by the University.

Effective January 1, 2007 and for the duration of the Agreement, coordination of benefits, is required for employees whose spouse/domestic partner is employed full-time, defined as at least thirty-two (32) hours per week and has access to health insurance. In such cases of coordination of benefits, the health insurance of the spouse/domestic partner shall be the primary insurance for the spouse/domestic partner, with the University insurance as secondary coverage. There will be a surcharge of \$100 a month for employees whose eligible spouse/domestic partner chose not to avail themselves of at least single coverage from their employer. If the spouse/domestic partner chooses to take his/her employer's coverage, the spouse/domestic partner does not pay the \$100 to the University and the University's plan will supplement the spouse's/domestic partner's employer's plan to ensure that the spouse/domestic partner will continue to enjoy the same benefit levels as under the YSU plan at no additional cost to the employee beyond the premium paid to the spouse/domestic partner's employer. A domestic partner is defined as a person who, according to the employee's affidavit, has shared a committed, on-going domestic relationship with the employee for not less than the continuous preceding twelve (12) months.

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

5.2a Premium Sharing: Effective January 1, 2007 and for the duration of the Agreement, eligible members of the bargaining unit who choose to enroll in one of the health insurance plans offered by the University will

APPENDIX GG

SUMMARY OF HEALTH CARE COVERAGE (CONTINUED)

	SuperMed Classic (Replaces Traditional)	SuperMed Select	Anthem HMP
Benefit Period	Calendar Year	Calendar Year	Calendar Year
Pre-existing Period	No Waiting Period	No Waiting Period	No Waiting Period
Lifetime Maximum	\$2,000,000	\$2,500,000	Unlimited
Physician Office Services Office Visits	\$5-10 Copayment *	\$5-10 Copayment *	Covered in Full \$10 Copayment *
Office Surgeries	15% of Coinsurance	\$5-10 Copayment *	Covered in Full \$10 Copayment *
Preconception Care/Education	15% of Coinsurance	\$5-10 Copayment *	Covered in Full \$10 Copayment *
Allergy – Testing and Treatment Serum & Injections	15% of Coinsurance	100% of UCR for injections	Covered in Full \$10 Copayment *

* \$5-10 copayment-Copayment if seen by a physician.

APPENDIX GG
SUMMARY OF HEALTH CARE COVERAGE

	SuperMed Classic (Replaces Traditional) †	SuperMed Select	Anthem HMP
Network	Hospital only	SuperMed Select PCP	Hospital & Physician Select a Primary Care Physician (PCP)
Dependent Age	The end of the year of the 25th birthday	The end of the year of the 25th birthday	The end of the year of the 25th birthday
Deductible	\$200/\$400	\$100/\$300 for Non-Authorized Services	N/A
Coinsurance Limits	In-Network - 15% Coinsurance until \$225/\$450 Non-Network- 25% Coinsurance until \$725/\$950	\$1,200/\$2,400 for Non-Authorized Services	N/A
Annual Out-of-Pocket Maximum (including Deductible). Office Visit Copays Do Not Count Toward Annual Maximum	In-Network \$425/\$850 Non-Network \$925/\$1,350	N/A \$1,300/\$2,700 for Non-Authorized Services	\$3,000/\$6,000

† The University will reimburse bargaining unit members enrolled in the SuperMed Classic plan (or subsequent comparable plans) for out-of-network charges incurred by the bargaining unit member or his/her covered dependents as a result of use of a non-network hospital. (Article 5)

contribute one and one-half percent (1.5%) of their base rate of pay for a family plan or three-fourths percent (.75%) of their base rate of pay for a single plan.

5.2b Office Visit Co-pay: Effective January 1, 2007 and for the duration of this Agreement, the co-pay for office visits which were \$5.00 under SuperMed Classic and Select plans will increase to \$10.00 per visit. Office visits exempt from co-pay under those plans will remain exempt for the duration of the Agreement. Effective January 1, 2007, and for the duration of the Agreement, the co-pay for office visits under the Anthem plan will be \$10.00 per visit except for office visits which were exempt under the SuperMed Classic and Select plans, which will remain exempt for the duration of the Agreement. — During the term of this Agreement, the premium for all group insurance benefits for active employees will be paid by the University. Effective January 1, 2003, and for the duration of this Agreement, the University will reimburse bargaining unit members enrolled in the SuperMed Classic plan (or subsequent comparable plan) for out-of-network charges incurred by the bargaining unit member or his/her covered dependents as a result of use of a non-network hospital.

5.3: Section 125 Benefits: An Internal Revenue Code (IRC) Section 125 benefit plan is available to bargaining unit members. Eligibility for and use of this program shall be governed by IRC Section 125. There shall be no initiation or sign-up fees for employees selecting this benefit. Employee contributions under this plan will be made by payroll deduction. Monthly administrative charges for the Third Party Administrator (TPA) of the program shall also be paid by payroll deduction and shall not increase for the duration of this Agreement. Enrollment in IRC Section 125 plans requires participation from January 1 to December 31 of any year.

5.5.34: Dental:—For the duration of the Agreement, the University will continue to provide the same group dental insurance benefits with a deductible of \$50 per covered person each calendar year.

5.45: Life Insurance: Subject to Section 5.5, the University will provide at no cost to the bargaining unit member, term life insurance in an amount equal to two and one-half (2 1/2) times the bargaining unit member's annual salary, subject to a cap of \$150,000.

5.5.56: When a bargaining unit member attains age 60, the amount of group term life insurance will be sixty-five percent (65%) of the amount determined pursuant to Section 5.45. Said amount shall be reduced by five

percent (5%) decrements at each succeeding age, subject to a minimum amount of insurance equal to the bargaining unit member's current annual salary.

5.67: Prescription: The University will maintain the prescription drug program as specified in Appendix G. Effective January 1, 2007, the University will maintain a prescription drug program, subject to the following:

- (a) For generic drugs, the employee co-payment shall be the full cost or \$2.00, whichever is less for up to a 30 day supply; and shall be the full cost or \$3, whichever is less, for a mail-in 90 day supply; and
- (b) For brand-named formulary drugs, the employee co-payment shall be the full cost or \$17, whichever is less for up to a 30 day supply; and shall be the full cost or \$25 for a mail-in 90 day supply; and
- (c) For brand-named non-formulary drugs, the employee co-payment shall be the full cost or \$32, whichever is less, for up to a 30 day supply; and the full cost or \$48, whichever is less, for a mail-in 90 day supply.
- (d) The maximum annual out of pocket expenses for prescriptions shall be \$750 for single employees, and \$1,500 for families. The employee is responsible for maintaining receipts and, after reaching the maxima, submit them as documentation to Human Resources on a quarterly basis to receive reimbursement.
- (e) Single filling of prescriptions when purchased at local retail stores shall be limited to the time period specified in Appendix G for each plan. Under the SuperMed Classic, SuperMed Select, and Anthem HMP plans, a 90 day supply for maintenance medications may be purchased by mail through the University's provider.

5.78: Retiree Life Insurance: Bargaining unit members who retire with ten (10) or more years of University service may maintain group term life

APPENDIX F (CONTINUED)
YSU EVALUATION OF APAS BARGAINING UNIT MEMBER

Evaluator's Comments and Recommendations:

Signature _____ Date _____

Bargaining Unit Member's Acknowledgment (comments if desired):

Signature _____ Date _____

(Note: The bargaining unit member's signature shall certify that he/she has received the evaluation, but will not necessarily indicate agreement with it.)

Department Head (if other than evaluator)

Signature _____ Date _____

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

APPENDIX F (CONTINUED)
YSU EVALUATION OF APAS BARGAINING UNIT MEMBER

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

insurance equal to the amount of insurance in effect as of the date of their retirement (rounded to the nearest multiple of \$1,000) to a maximum of \$35,000 by paying the University the cost of the insurance established by the carrier for persons in the retiree's age bracket. The rates paid by the retiree shall be actual rates by age group established by the carrier. Such policy for a retiree will not include accidental death and dismemberment insurance.

5.89: Pre-Admission Certification/Concurrent Review: In order to assist bargaining unit members in the avoidance of medically unnecessary hospitalization, the University shall maintain a program of Pre-Admission Certification/Concurrent Review, to be administered by the Insurance Company. Room and board costs for periods of hospitalization which do not conform to the Insurance Company standards of Pre-Admission Certification/Concurrent Review shall be covered at fifty percent (50%) of the regular coverage.

5.910: Part-time employees in the bargaining unit shall receive insurance benefits as provided in Article 10 of this Agreement.

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

ARTICLE 6
STAFF DEVELOPMENT LEAVES/STAFF DEVELOPMENT

6.1: Staff Development Leaves: For each of the fiscal years of this Agreement, the University will support a minimum of two (2) Staff Development Leaves for full-time members of the bargaining unit. Each leave shall be for up to six (6) months duration unless additional time is approved. Each leave recipient shall be paid 100% of his/her salary while on leave. The University will maintain group insurance coverage for leave recipients at no cost to them, and all other rights and privileges shall remain in effect during the leave as though the individual were not on leave. A maximum of twenty (20) percent of one-third (1/3) of the average salary of FULL-TIME bargaining unit MEMBERS, budgeted for the prior year, will be budgeted for anticipated expenses to be incurred during the leave(s). The purpose of Staff Development Leaves shall be to permit staff members to engage in professional/educational activities that are related to their

positions at the University and will serve to enhance their professional contributions to the University as staff members. Applications for Staff Development Leaves may be submitted to the University on a form made available through the office of the Executive Director of Human Resources. The Administration and the leave applicant shall make every reasonable effort to redistribute job responsibilities during the requested leave. The deadline for submitting an application shall be March 1, of each year. If March 1 falls on a Saturday or Sunday, the deadline is the next working day. Leave applicants will be interviewed by a three-member committee, with one member designated by the President of the Association, one member designated by the President of the University, and the third member designated by the first two members. The committee will forward its recommendations, including a recommended distribution of budgeted expenses, to the President of the University within thirty (30) days following the deadline for applications, and the President of the University shall announce the names of leave recipients within thirty (30) days following receipt of the committee's recommendations. The decision of the President of the University shall be final and binding.

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

6.3: Staff Development: In order to afford bargaining unit members the advantage of the staff development opportunity, any and all materials pertaining to staff professional development provided by any professional organization in which the University holds a membership (i.e., announcements of conferences, research opportunity, etc.) shall be made available to each bargaining unit member in the relevant job assignment area within a reasonable time after their receipt by the University. Upon the submission of a proper application (Appendix L), approval by the

APPENDIX F (CONTINUED)
YSU EVALUATION OF APAS BARGAINING UNIT MEMBER

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

APPENDIX F

YSU EVALUATION OF APAS BARGAINING UNIT MEMBER

Name _____ Date _____

Department _____

Title _____

Period covered by this evaluation _____

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

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

immediate supervisor and approval by the signature authority for the funding source, the University, in accordance with its travel policy, will encourage professional development opportunities. A lack of funds to support development opportunities will be taken into consideration in the evaluation process.

ARTICLE 7 LEAVES AND VACATION

The parties intend that this Article shall in all aspects be construed and applied in a manner to provide benefits not less than those in the Family Medical Leave Act of 1993. In any event, a bargaining unit member will be provided whichever benefits are greater between the provisions provided in this article and in the Family Medical Leave Act.

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

7.2. Sick Leave:

- A. 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. Immediate family shall be defined as father, mother, sister, brother, spouse, children, step-children, step-parent, immediate relative-in-law, grandparents, grandchildren, foster parents and foster children, legal guardian, any person who stands in place of a parent (*in loco parentis*) or a domestic partner. A domestic partner is defined as a person who, according to the employee's affidavit, has shared a committed, on-going domestic relationship with the employee for not less than the continuous preceding twelve (12) months. A biological father is entitled to use five (5) days of sick leave upon the birth of his child.

- B. Each full-time bargaining unit member earns sick leave at the rate of one and one-quarter (1.25) days per month. Sick leave is cumulative without limit. The Administration will make available to each bargaining unit member a report showing accumulated sick leave as of a specified point in time.
- C. Sick Leave may be used during any period of time in which the employee is under contract to perform services for the University. An employee shall report all uses of sick leave on the APPLICATION FOR USE OF SICK LEAVE form in accord with the directions for use attached thereto.
- D. A continuous period of sick leave commences with the first day of absence and includes all subsequent days until the employee returns to work. Saturdays and Sundays (if the employee is not scheduled to perform services), and official holidays established and/or observed by the University shall not be counted. During any seven (7)-day period, the maximum number of days of sick leave charged against any employee shall be five (5).
- E. All unused sick leave accumulated prior to the effective date of this Agreement shall be available for use by the employee.
- F. The University will advance sick leave to new employees during the first year of their employment, provided the amount of sick leave advanced shall not exceed in total the amount the employee would earn during the fiscal year in which it is granted.

7.3: Sick Leave Bank: The University agrees to establish a sick leave bank for YSU-APAS bargaining unit members. Procedures for operation of the APAS Sick Leave Bank will be recommended by a joint committee consisting of one (1) APAS appointee and one (1) Administrative appointee. The committee will convene no later than September 1, 2003 and make its written recommendation to the Association and the Administration by December 1, 2003. Bargaining unit members may voluntarily participate in

APPENDIX E (CONTINUED)

GRIEVANCE DISPOSITION REACTION FORM

Date: _____

Complete this form and return copies to the offices indicated below within **TEN (10) days**.

1. Check the appropriate box:

- ☐ I accept the disposition of my grievance at Step: 1 2
3 (Circle the appropriate number.)
- ☐ I reject the disposition of my grievance and will advance my appeal to Step: 1 2 3 4 (Circle the appropriate number.) (Appeal to Step 4 requires approval of YSU-APAS.)
- ☐ I reject the disposition of my grievance since it fails to resolve the issue satisfactorily, but I do not intend to appeal further.

2. Signatures:

Grievant: _____ Date: _____

YSU-APAS Representative: _____ Date: _____
(Optional, except for Step 4)

cc: Grievant
YSU-APAS
Principal Administrative Officer

Dean/Executive Director
Department Head
Director of P/A Employee Relations
Executive Director of Human Resources

APPENDIX E (CONTINUED)
GRIEVANCE DISPOSITION FORM

Date of Disposition: _____

Step: _____

TO: _____

Grievant

FROM: ☐ Department Head/Supervisor

☐ Principal Administrative Officer/
Dean/Executive Director

☐ Executive Director of Human
Resources

Name

RE: Grievance filed on: _____

Date

DISPOSITION

cc: Grievant Dean/Executive Director
 YSU-APAS Department Head
 Principal Administrative Officer Director of P/A Employee Relations
 Executive Director of Human Resources

the Sick Leave Bank as delineated in the Sick Leave Bank Policy and described below using the forms provided in Appendix K.

7.3.1: YSU-APAS Sick Leave Policy:

A. Establishment:

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

B. Operational Procedures:

1. Use of days from the ESLB will be limited to those individuals who have donated (and, when necessary as determined by the ESLB Committee, are continuing to donate) to the bank. The ESLB Committee will meet each year between June 1 and June 15 to establish the amount of donation for the forthcoming year. This amount may be less than one (1) day and may be zero if the ESLB Committee determines that there is sufficient balance in the bank for that year. During the year, the ESLB Committee may declare an emergency and ask bank members to donate an additional non-returnable day (or fraction thereof) to keep the bank solvent. Such additional amounts will not count toward the following year's donation. Unused days from one year will be advanced to the next.
2. Use of days from the ESLB will be limited to medical conditions of a non-routine nature. Use of days will not be considered in lieu of Child Care Leave, for instance, but could be granted in cases of the inability of the employee

to return to work after completion of Child Care Leave due to medical complications after the birth of a child. Days from the ESLB may be requested for the use of the bank member and/or due to illness/injury of the member's spouse or dependent children, or any other person in the bank member's immediate family, as defined by O.A.C. 123:1-47-01 and the Collective Bargaining Agreement. A physician's statement must accompany the application in order to be considered. The application form and physician's statement are to be forwarded to the Executive Director of Human Resources. Upon receipt of all information, the ESLB Committee will make a decision within ten (10) working days.

3. Use of days from the ESLB will be considered only after the bank member has exhausted all of his/her paid leave days.
4. The maximum number of days that a member may borrow is (twenty) 20% of the total number of days in the ESLB at the time of application.
5. The decisions of the ESLB Committee shall be final and binding.
6. In the event the ESLB is disbanded, unused days will be returned to participating members on a prorated basis.
7. Upon return to work at YSU, a member who has borrowed days will be required to pay back those days at the rate of four (4) sick days per academic year until the total number of days borrowed has been restored to the bank. This requirement will be waived if the member requires those days in a given year due to illness. Any outstanding balance of sick leave days borrowed from the ESLB will be subtracted from the member's accrued sick leave days before conversion at retirement (Article 14.2).

C. YSU-APAS Emergency Sick Leave Bank Committee:

1. The ESLB will be operated on a voluntary basis consistent with state law. A committee shall be formed to administer

**APPENDIX E
GRIEVANCE FORM**

Date Filed: _____ # _____ *

- ☐ Filed through YSU-APAS Grievance Committee
- ☐ Filed independently of YSU-APAS

Name of Grievant: _____

Department: _____

Home Address: _____

Date Cause of Grievance Occurred: _____

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

Section of AGREEMENT Alleged to Have Been Violated:

Remedy Sought:

Grievant's Signature _____ Date _____

cc: Grievant	Dean/Executive Director
YSU-APAS	Department Head
Principal Administrative Officer	Director of P/A Employee Relations
	Executive Director of Human Resources

*Prior to the filing of a grievance, a grievance number must be secured from the Office of the Executive Director of Human Resources or his/her designee.

APPENDIX D (CONTINUED)
SALARY RANGE ASSIGNMENTS

K	2	Coordinator, Graphic Center and Copy Center
L	1	Evening Building Coordinator
L	2	Manager of Ticket Operations
L	3	Financial Services Analyst
L	4	Staff Auditor
L	4	Staff Auditor
L	4	Coordinator, Merchandising
L	4	Retail Operations Manager
L	4	Coordinator, Diversity Initiatives
M	1	Announcer/Producer
M	1	Announcer/Producer
M	2	Fine Arts Announcer/Producer
M	2	Fine Arts and News Announcer/Producer
M	4	Broadcast Engineer
O	1	Assistant Reference Librarian
O	1	Assistant Reference Librarian
O	1	Assistant Reference Librarian
O	1	Assistant Catalog Librarian
O	2	Associate Reference Librarian
O	3	Microforms/Serials Librarian
O	3	Government Documents Librarian

the ESLB and to provide the information whereby the Executive Director of Human Resources or his/her designee will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the ESLB. This committee will be entitled the "YSU-APAS Emergency Sick Leave Bank Committee" (hereafter the ESLB Committee) and shall be composed of three (3) bank members appointed annually as follows:

- (i) The president of the YSU-APAS or his/her designee
- (ii) The Executive Director of Human Resources or his/her designee
- (iii) A bank member selected by the above two members

2. During its annual meeting, the ESLB Committee will choose a chairperson from among its three members.

3. Should a vacancy occur on the ESLB Committee, a replacement for the vacant position shall be appointed by the authority making the original appointment.

4. The ESLB Committee will be responsible for developing the forms, if any, needed to operate the ESLB.

5. The ESLB Committee shall annually review and amend (if necessary) the bank rules and regulations. All members and potential members will be notified of any changes before the beginning of the new enrollment period.

7.4: Legal Leave: Employees may be granted court duty leave with pay and shall be granted jury duty leave with pay for such purposes. Evidence in the form of a subpoena or other written notification shall be presented to an appropriate administrator as far in advance as possible. All compensation in excess of fifteen dollars (\$15.00) per day (excluding travel allowance) received from court during such leave shall be deposited with the YSU Bursar. Legal leave with pay is not allowed for situations in which an individual is appearing as a witness for remuneration.

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

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

7.7: Short-Term Military Leave: When an employee must fulfill temporary military duty with the armed forces of the United States or with a National Guard unit, and this occurs during a contract period, the Administration shall grant leave to the individual for this purpose. All benefits shall be continued, including pay, subject to provisions of the insurance policies and restrictions of law, if any. Such leave shall not exceed thirty-one (31) days.

7.8: Long-Term Military Leave: A long-term military leave of absence without pay will be granted to any P/A staff member in the event of call-up or involuntary induction into the armed forces of the United States or a national guard unit for extended duty, i.e., more than thirty-one (31) days. Upon return from such leave the individual shall be placed at the same position on the salary schedule that he/she would have held had the individual worked in the University during such period. If it is possible, the individual will notify the Administration at least ninety (90) days prior to returning. Any voluntary extensions or re-enlistments shall terminate the employee's rights under this section.

7.9: Disability Separation and Disability Retirement:

- A. **Disability Separation** - A bargaining unit member who has exhausted all forms of paid leave and who is not eligible or has exhausted medical leave without pay, may be disability separated in accordance with the provisions of the Ohio Revised Code.
- B. **Disability Retirement** - A bargaining unit member who is eligible may apply for disability retirement in accordance with the provisions of OPERS.

APPENDIX D (CONTINUED)
SALARY RANGE ASSIGNMENTS

G	1	Housing Coordinator
G	2	Undergraduate Admissions Representative
G	2	Undergraduate Admissions Representative
G	2	Undergraduate Admissions Representative
G	2	Undergraduate Admissions Representative
G	2	Undergraduate Admissions Representative
G	2	Undergraduate Admissions Representative
G	3	Financial Aid Counselor—Federal Programs
G	3	Coordinator, Graduate Administrative Affairs
G	3	Assistant Director—Federal Programs
G	3	Coordinator, Undergraduate Transfers
G	3	Financial Aid Counselor—Special Programs
G	3	Technology Recruitment Officer
G	3	Financial Aid Counselor—Federal Programs
G	4	Assistant Director, Office of Student Activities
G	5	Assistant Director of Housing Services
G	5	Associate Director of International Student and Scholar Programs
G	7	Assistant Director, Financial Aid and Scholarships
H	4	Cisco Academy Assistant Trainer/Technician
H	4	Cisco Academy Assistant Trainer/Technician
H	5	Metro College Systems Manager
H	5	Systems Coordinator
H	6	Website Manager
H	6	Technology and Training Specialist
H	8	Database Administrator
I	1	Research Assistant
I	4	Research Associate II
I	4	Research Economist
I	5	Instrumentation Service Specialist
I	6	Manager of Center of Biomedical and Environmental Research
J	1	Coordinator, Communication and Theater
J	2	Associate Staff Designer
J	3	University Archivist/Special Collections Librarian
J	3	Theater Production Manager

APPENDIX D (CONTINUED)
SALARY RANGE ASSIGNMENTS

D	3	Equipment Manager
D	3	Associate Athletic Trainer
E	1	Athletic Advisor
E	1	Athletic Advisor
E	2	Academic Advisor
E	2	Coordinator, Professional Development
E	2	Academic Advisor
E	2	Academic Advisor
E	2	Academic Advisor
E	2	Coordinator Center for Student Progress
E	2	Academic Advisor
E	3	Sr. Athletic Advisor
E	4	BS/MD Coordinator
E	4	Coordinator, Career Services
E	4	Academic Advisor Senior
E	4	Coordinator, Career Services
E	4	Coordinator, Career Services
E	4	Coordinator, Teacher Certification
E	4	Academic Advisor Senior
E	4	Counselor/Coordinator of Testing
E	4	Academic Advisor Senior
E	4	Assistant Director, Center for Student Progress
E	4	Health Professions Rep/Academic Advisor
E	4	Academic Advisor Senior
E	4	Counselor/Coordinator Disability Services
E	4	Academic Advisor Senior
E	4	Academic Advisor Senior
E	5	Academic Administrator
E	5	Coordinator, MBA Programs
E	6	University Counseling Center Assistant Director
F	4	Project Manager
F	6	Staff Architect
G	1	Housing Coordinator
G	1	Housing Coordinator
G	1	Housing Coordinator

7.10: Leave Without Pay: Leave without pay may be granted when the staff member and the Administration agree that the leave will enhance the employee's value to the University, and when the Administration can make temporary arrangements to cover the assignments ordinarily performed by the individual. Leave without pay may extend from a few days to a full year. Leave without pay may be renewed for an additional year(s), provided the total period of absence from duty does not exceed three (3) years. In situations where the nature of proposed leave activities necessitates a period of absence longer than one year, the staff member may request a leave without pay of two or three complete fiscal years. The leave request, however, must address the necessity of the period for which leave without pay is requested. The individual granted leave without pay shall receive the pay increments specified in Article 4 ("Salaries") as if he/she were at YSU. Included in the three-year limitation shall be any other leaves which the individual takes immediately preceding or succeeding a leave without pay. Applications for leave without pay of six (6) months or longer shall be made at least one hundred eighty (180) days prior to the period of proposed leave. Short-term or emergency leave without pay will be considered on an individual basis.

Medical Leave Without Pay: An eligible bargaining unit member whose absence due to a serious health condition exceeds accrued sick leave may take Medical Leave Without Pay for up to twelve (12) weeks. A non-probationary bargaining unit member may be granted such leave for up to six (6) months. The University may require medical certification and/or a second opinion to support a leave of this type. If the University has medical evidence from its physician and/or the bargaining unit member's physician that indicates the bargaining unit member is expected to be able to substantially and materially perform his/her duties by a specified date that is no later than one (1) year from the last day on the job, a request for extension of Medical Leave Without Pay will be considered.

- A. A bargaining unit member on this type of leave will receive all group insurance on the same basis as employees in active pay status.
- B. Vacation may be substituted for a portion of the Employee Medical Leave.
- C. A bargaining unit member on this type of leave, with the approval of the appointing authority or designee, may take reduced or intermittent leave to reduce the usual number of hours per day or work week.

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

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

7.13: Child Care Leave:

- A. **Biological Mother:** Once a P/A staff member is certified by her physician to be medically capable of performing her regular duties, she will be entitled to leave without pay for a period not to exceed six (6) months for the purpose of child care.
- B. **Biological Father:** In addition to the sick leave provisions in Article 7.2, a male P/A staff member, upon the birth of his child, is entitled to leave without pay for a period not to exceed six (6) months for the purpose of child care.
- C. **Adoptive Parents:** A P/A staff member is entitled, upon the adoption of a child, to leave without pay for a period not to exceed six (6) months for the purpose of child care.
- D. **Foster Parents:** Upon the arrival of a foster child, an eligible bargaining unit member may take Child Care

APPENDIX D
SALARY RANGE ASSIGNMENTS

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

APPENDIX C
SALARY RANGES

Effective July 1, 2006 – June 30, 2009

See Attachment at end of Agreement for negotiated Salary Ranges.

Leave Without Pay for a period not to exceed twelve (12) weeks.

- E. Application for CHILD CARE LEAVE shall be made in writing to the Executive Director of Human Resources not later than thirty (30) days prior to the effective date for such leave, and such request shall state the anticipated duration of the leave. In the case of an application for CHILD CARE LEAVE by an adoptive parent, this thirty (30) day requirement shall be waived. In the case of CHILD CARE LEAVE related to pregnancy, the request shall be accompanied by a statement from the attending physician giving the expected date of delivery.
- F. During the period of CHILD CARE LEAVE, the employee on leave will be deemed to be relieved temporarily of his/her YSU duties.
- G. While on CHILD CARE LEAVE, the bargaining unit member will receive all group insurance benefits on the same basis as employees in active pay status.

7.14: Vacation:

- A. Full-time bargaining unit members who have not yet achieved continuity of employment are entitled to vacation as follows:

12-month staff:	18 days per year
10-month staff:	15 days per year
9-month staff:	13.5 days per year
- B. Full-time bargaining unit members who have achieved continuity of employment but who have less than (twenty-two) 22 years of full-time service are entitled to vacation as follows:

12-month staff: 22 days per year
 10-month staff: 18.25 days per year
 9-month staff: 16.50 days per year

APPENDIX C
SALARY RANGES
Effective July 1, 2006 – June 30, 2009

- C. Full-time bargaining unit members with twenty-two (22) years of full-time service or more are entitled to vacation as follows:

12-month staff: ~~25-27~~ days per year
 10-month staff: ~~20~~22.75 days per year
 9-month staff: ~~18~~20.75 days per year

- D. ~~Classified civil service staff who enters the P/A staff will~~
~~accrue vacation as follows:~~

~~Full time staff with less than seven (7) years of full time~~
~~University service are entitled to vacation as described in~~
~~Article 7.13A.~~

~~Full time staff with seven (7) or more years of full time~~
~~service but less than twenty two (22) years of full time~~
~~service, or who have achieved continuity of employment,~~
~~are entitled to vacation as described in Article 7.13B.~~

~~Full time staff with twenty two (22) or more years of full~~
~~time service will accrue vacation as described in Article~~
~~7.13C.~~

~~In accordance with University policy, any employee enter~~
~~the P/A staff with a vacation balance exceeding the forty~~
~~(40) day maximum accrual, will be reduced to thirty five~~
~~(35) days, wit a one time payment for the balance made~~
~~to the employee.~~

- D. Part-time bargaining unit members whose appointments equal or exceed an FTE of .75, as defined in Article 10.1 and specified on the individual contract of appointment who have completed one contract year of service and entered a second year of service are entitled to vacation prorated on the basis of the full-time schedule set forth in Article ~~7.13A~~ 7.14. Bargaining unit members whose appointments equal or exceed an FTE of .50 and are less than .75 FTE as defined in Article 10.1, are serving on a twelve (12) month contract of appointment, who have

See Attachment at end of Agreement for negotiated Salary Ranges.

APPENDIX C
SALARY RANGES
Effective July 1, 2006 – June 30, 2009

See Attachment at end of Agreement for negotiated Salary Ranges.

completed one contract year of service and entered a second year of service are entitled to vacation prorated on the basis of the full-time schedule set forth in Article 7.13A7.14.

FE. **Scheduling of Vacation:** Vacation may be taken at a time or times mutually convenient to the bargaining unit members and the University. Staff members planning to be on vacation shall file a written request at least ten (10) working days ~~two (2) weeks~~ before the date of anticipated vacation,

unless a shorter notice for a vacation is acceptable to the department head. In departments where two (2) or more staff may not be on vacation at the same time, or where certain seasonal departmental activities require the presence of certain staff at certain times, longer range vacation sign-up schedules may be implemented. When multiple requests for vacation are received simultaneously, vacation shall be granted to the employee with the higher FTE; in the event that FTEs are equal, University seniority will prevail. Vacation requests will be acted upon within five (5) working days ~~two (2) weeks~~ after the written request is received by the supervisor ~~filed by the bargaining unit member~~.

GE. Vacation is accrued on a monthly basis while in active pay status and may be taken as it accrues beginning with the first day of the fourth month of employment.

HG. **Vacation accrual:** Vacation for full-time staff may accrue to a maximum of (forty) 40 days; staff who reach the maximum accrual will not earn vacation until they have taken sufficient vacation to lower the balance below (forty) 40 days. Part-time staff shall not earn vacation except as expressly set forth herein. Part-time staff entitled to vacation shall accrue a maximum of vacation days prorated on the basis of the full-time maximum accrual (i.e., a .75 part-time employee can accrue 40 days x .75 = 30 days maximum accrual). Following notice of intent to resign, retire or otherwise terminate his/her employment with the University, an employee may not schedule vacation without the

consent of the Executive Director of Human Resources or his/her designee. Provided an employee gives at least thirty (30) days written notice to the Executive Director of Human Resources prior to the effective date of resignation, retirement or separation, the employee may elect to convert unused vacation time into cash payment. Notwithstanding other provisions of this section, the bargaining unit member shall have the option of taking accrued vacation, with the approval of the supervisor, for the final two weeks of employment.

APPENDIX C
SALARY RANGES
Effective July 1, 2006 – June 30, 2009

See Attachment at end of Agreement for negotiated Salary Ranges.

7.15: Association Leave:

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

7.16: Emergency Leave: In the event the University cancels classes and employees are required to work, a bargaining unit member who is unable to

APPENDIX B
POSITIONS EXCLUDED FROM THE BARGAINING UNIT

When Scope of Unit is finalized, bargaining unit members will be forwarded copies of Appendix A and B.

report to work may utilize paid Emergency Leave. Use of such leave is limited to one (1) day per contract year.

7.17: Each full-time bargaining unit member may, twice each fiscal year, request a Personal Leave Day. This request shall be limited to not greater than one (1) workday. Each part-time bargaining unit member may, once each fiscal year, request one (1) Personal Leave Day. Personal Leave Days will not be subject to the sign-up procedure in Section 7.14 and such requests will be granted by the supervisor if the request is made at least one (1) calendar week in advance of the day requested or due to emergencies, unexpected property repair, family emergencies, etc. At least one (1) of the Personal Leave Days must be requested one (1) calendar week in advance of the day requested. Personal Leave Day requests must be recorded on an Application for Leave form and submitted to the employee's supervisor within three (3) days after the leave is taken. Personal Leave Days will be in addition to any other leave or vacation in this Agreement.

ARTICLE 8
GRIEVANCE PROCEDURE

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

8.1: Purpose: The purpose of this article is to set forth a prompt and equitable method for resolving disputes between the parties during the term of this Agreement. Under this article, the Association, or a member(s) of the bargaining unit, may file a grievance in which he/she or they claim that a provision of this Agreement has been violated. Grievances shall be processed on the forms which appear in Appendix E. Nothing in this article is intended to discourage or prohibit informal discussion of a dispute prior to the filing of a formal grievance. The procedures of this article may also be used by the Association or bargaining unit members to complain about matters not covered in this Agreement. Such "complaints" are not arbitrable, however.

8.2: Definition: For the purpose of this Agreement, the term grievance means any dispute between the University and the Association or between the University and a bargaining unit member with respect to the interpretation, application, or violation of any of the provisions of this

Agreement. All references to "days" in this Article shall mean work days unless otherwise specified.

8.3: Initiation and Time Limits: A grievance shall be filed at the administrative level most appropriate to render an authoritative decision. All grievances shall be filed by the grievant no later than sixty (60) days after the grievant knew or should have known of the facts giving rise to his/her grievance. ~~(All references to "days" in this Article mean calendar days.)~~ Prior to filing a grievance, the grievant shall secure a control number from the office of the Executive Director of Human Resources or his/her designee. The time limits specified herein shall prevail unless extended by mutual agreement of the Executive Director of Human Resources, the Association, and the grievant. Grievances must be processed expeditiously by both parties. 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. If a grievance disposition is not rendered within the prescribed time limits, the grievance shall be advanced to the next step.

8.4: Hearings on grievances will be attended by the grievant and appropriate representatives of the University and the Association, including witnesses. Copies of all grievance forms, grievance disposition forms, and grievance disposition reaction forms shall be made available to the chairperson of the Association Grievance Committee by the Executive Director of Human Resources. An individual shall have the right at any time to present a grievance to the University, and to have it adjusted, without the intervention of the Association or Association representative, as long as the adjustment is consistent with the terms of the Agreement; and, provided further, that the Association has been given the opportunity to have representatives present at such hearings and adjustments.

8.5: Grievance Procedure: Grievances shall be processed as described below unless the University and the Association mutually agree to alter the procedure.

8.6: Step 1: Department Director: A grievance shall be filed by the grievant on the Grievance Form which appears in Appendix G to this Agreement. The form shall be submitted to the Executive Director of Human Resources or his/her designee, at which time a grievance number is assigned. A grievance must be filed ~~An individual wishing to file a grievance shall submit a completed STAFF GRIEVANCE FORM (see Appendix E) to his/her department director with copies to the Association~~

APPENDIX A POSITIONS INCLUDED IN THE BARGAINING UNIT

When Scope of Unit is finalized, bargaining unit members will be forwarded copies of Appendix A and B.

and the University within sixty (60) days of the event giving rise to the grievance, or within sixty (60) days after the grievant knew or should have known of the facts giving rise to his/her grievance. Within twenty (20) days after the receipt of the grievance form, the department director or his/her designee, shall hold a hearing on the grievance at a time which is mutually convenient to both parties. The department director or his/her designee will attempt to determine the facts pertaining to the grievance, and notify the grievant on a Grievance Disposition Form of his/her decision within ten (10) days after the hearing. Within ten (10) days after the receipt of the disposition by the department director or his/her designee, the grievant may appeal the disposition by completing and distributing a Grievance Disposition Reaction Form.

8.7: Step 2: Director's Administrative Superior: If the grievant's director reports directly to a principal administrative officer (president, provost, vice president), a Step 1 grievance disposition may be appealed directly to Step 3. If the grievant's director reports to an administrative superior other than a principal administrative officer, a Step 1 disposition may be appealed to the director's administrative superior. The administrative superior, or his/her designee, may either transmit a Grievance Disposition Form to the grievant within ten (10) days after receipt of the appeal, or hold a hearing at a time which is mutually convenient to the parties within twenty (20) days after receipt of the appeal. If the grievance originates at the level of the administrative superior, a hearing will be held at a time which is mutually convenient to the parties within twenty (20) days after receipt of the grievance, and a Grievance Disposition Form will be transmitted within ten (10) days after the hearing. Within ten (10) days after receipt of the grievance disposition, the grievant may appeal the disposition by completing and distributing a Grievance Disposition Reaction Form.

8.8: Step 3: Principal Administrative Officer: Within twenty (20) days after the receipt of an appeal or an original grievance, the principal administrative officer and the Executive Director of Human Resources or their designee(s) shall hold a hearing on the grievance at a time which is mutually convenient to the parties. The designee for the Executive Director of Human Resources shall not have served as hearing officer at Step 1 or 2 of the grievance procedure. Within ten (10) days after the hearing, they shall notify the grievant of their decision by transmitting a Grievance Disposition Form to the grievant. Within thirty (30) days after the receipt of the disposition, the Association will notify the Administration in writing of its intent to appeal to arbitration.

8.9: Step 4: Arbitration: Within forty (40) days after the receipt of the disposition, the Association must request in writing from the Federal Mediation and Conciliation Service a panel of seven (7) arbitrators from within a 300-mile radius of Youngstown, Ohio. A copy of such request must contemporaneously be provided to the Executive Director of Human Resources or his/her designee and shall constitute the Association's demand for arbitration. If the parties are unable to agree upon which of those seven (7) nominees shall serve as an arbitrator, then the arbitrator will be chosen by each party alternately striking names, beginning with the moving party, and the name remaining shall be the arbitrator. Prior to commencing the striking of names, either party shall have the option to completely reject one (1) panel of arbitrators provided by the FMCS and request another list. The hearing shall be conducted in accordance with the rules and regulations of the FMCS.

8.10: Arbitrability: The following shall not be arbitrable: complaints, decisions on an application for Staff Development Leave, decisions on alleged violation of Article 22.1 ("Non-Discrimination"), Pay Grade assignments, non-renewal of probationary staff members, and matters not involving the meaning or application of this Agreement. If there is a doubt about the arbitrability of a grievance, the arbitrator shall first rule on the arbitrability of the grievance, unless the parties mutually agree otherwise. If the arbitrator rules that the grievance is arbitrable, then he/she shall proceed to conduct a hearing on the merits of this grievance.

8.11: Arbitrator's Authority: The arbitrator shall then have no power to add to, subtract from, or modify any of the terms of this Agreement. The arbitrator's decision shall be binding upon the Administration, the Association, and the grievant. The arbitrator shall render a decision within thirty (30) days after the arbitration hearing. The following fees and expenses of arbitration shall be borne equally by the Administration and the Association:

- A. the fees and expenses of the arbitrator;
- B. rental charges and other incidental expenses, if any;
- C. the cost of a court reporter, including transcriptions of the arbitration hearing only if requested by the arbitrator; and
- D. all transcription costs, if both parties receive a copy of the transcript.

SIGNATURE PAGE

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

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

Sally Kenney
President, YSU-APAS

David Sweet
President

Gary Carlile
OEA Representative

John HabatJack Fahey
YSU Chief Negotiator

Jean EngleTodd Pilipovich
APAS Chief Negotiator

Ikram Khawaja

George HellerTerry Fullum

Jack FaheyPaul Kobul

Sharon MikaSue Miller

Pam PalumboSteve L

Jody PatrickJain Savage
Jim Mineo

Mary Jo Repasky

Sherri ZanderJulie Sharrow

Jennifer Roller

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

The costs related to the appearance of witnesses shall be paid by the party which calls the witnesses. The cost of the court reporter shall be borne by the party requesting the reporter.

8.12: Other Cases: The procedures of this Article shall be available to settle questions raised by the University or the Association concerning the meaning or application of the terms of this Agreement. If such questions arise, the University or the Association 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 9

ARTICLE 9A STAFF EMPLOYMENT SECURITY

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

9A.1: Non-Renewal of Probationary Staff: If the University intends not to renew the appointment of a probationary full-service member of the bargaining unit, the individual shall be informed of the recommendation, in writing, by the department head or other administrative superior no later than ninety (90) calendar days prior to the expiration date of the individual's contract. (For staff serving on twelve (12)-month contracts coterminous with the fiscal year, the deadline for notification shall be April 1.) The department head or other administrative superior shall hold a meeting with the individual to discuss the reasons for the recommendation, but such a meeting shall be required only in the second or third consecutive year of a contract. When such a meeting is held, the individual shall have the right to be accompanied by a fellow staff member or by a representative of the Association. If a staff member will not be renewed in the third consecutive year of a contract, the department head or administrative superior must give him/her the reasons for nonrenewal in writing.

9A.2: Termination for Just Cause: The employment of a member of the bargaining unit, probationary or non-probationary, may be terminated at any time for appropriate reasons, which include but are not limited to incompetence, inefficiency, dishonesty, insubordination, neglect of duty, or any other acts of misfeasance, malfeasance, or nonfeasance. If the University contemplates terminating the employment of a member of the

bargaining unit under the provisions of Article 9A.2 of this Agreement, the individual shall be notified in writing of the intention to terminate employment, and such notification shall include a statement of reasons for the proposed termination. An individual informed of proposed termination under the provisions of Article 9A.2 will remain in active pay status in his/her regular duties unless in the judgment of the University the nature of the reasons for termination justify suspension with or without pay or assignment to alternate duties. A member of the bargaining unit who has not achieved Continuity of Employment under the provisions of Article 9B of this Agreement may appeal a termination under the provisions of Article 9A.2 by utilizing Appeals Procedure A, as defined in Article 9A.3. A member of the bargaining unit who has achieved Continuity of Employment under the provisions of Article 9B of this Agreement may appeal a termination under the provisions of Article 9A.2 by utilizing Appeals Procedure B, as defined in Article 9A.4. The effective date of termination of a member of the bargaining unit under the provisions of Article 9A.2 shall be sixty (60) days following notification of termination for staff who have not achieved Continuity of Employment, and ninety (90) days following notice of termination for staff who have achieved Continuity of Employment.

9A.3: Appeals Procedure A: A probationary full-service staff member (one who has not achieved Continuity of Employment under the provisions of Article 9B of this Agreement) who has been advised that he/she is to be terminated may, within thirty (30) calendar days, submit a written request for review to the President of the University. The President will review the appeal and within thirty (30) days following receipt of the appeal respond in writing, notifying the individual of his/her decision. The President's disposition of the appeal shall be final and binding.

9A.4: Appeals Procedure B: A non-probationary full-service staff member (one who has achieved Continuity of Employment under the provisions of Article 9B of this Agreement) who is advised of a recommendation that he/she is to be terminated under the provisions of Article 9A.2 above may file a grievance under the provisions of Article 8 and proceed to binding arbitration.

9A.5: Progressive Discipline: Corrective action is normally progressive in nature; that is, repetitions of causes for disciplinary action should lead to progressive responses of reprimand, suspension without pay, removal. It is expected that most cases will be disposed of by an informal verbal warning without formal disciplinary action; such verbal warning shall not be

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

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

ARTICLE 22 NON-DISCRIMINATION

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

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

22.3: The parties agree that our society presently offers various sources of relief to persons found to have been victims of discrimination, such as the Ohio Civil Rights Commission, Equal Employment Opportunity Commission and the State Employment Relations Board. The parties agree that allegations of illegal discrimination may be reported to the University Affirmative Action Officer. Alleged violations of the provisions of Article 22.1 may not be processed beyond Step 3 of the grievance procedure established in Article 8.

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

fringe benefits. The Association will annually appoint a bargaining unit member to be a member of the University's Parking and Traffic Committee.

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

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

21.9: Fee Remission: Dependent children and spouses of bargaining unit members shall be granted remission for instructional fees at YSU, including out-of-state instructional fees where applicable. "Dependent children" are children who qualify as exemptions as defined by the Internal Revenue Service. Dependent children shall be eligible for remission to the end of the academic year of age twenty-five (25). Bargaining unit members shall receive remission of instructional and general fees at YSU, including out-of-state fees where applicable, for up to eighteen (18) semester hours per academic year and six (6) semester hours each summer semester. Courses may not be taken at times which conflict with assigned duties. Remission of the general fee shall be granted to members of the bargaining unit only. The restriction of six credit hours shall not apply to courses taken at YSU as part of a Staff Development Leave granted under the provisions of Article 6. Bargaining unit members with a .75 FTE or higher receive remission benefits as stated above.

Members with .50 FTE receive remission of instructional and general fees as defined in Article 10.3C.

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

recorded in the staff member's personnel file. However, the seriousness of certain offenses justifies severe initial disciplinary action, including removal. Reprimands shall be reduced in writing, with copies provided to the staff member and to his/her official personnel file.

ARTICLE 9B CONTINUITY OF EMPLOYMENT

9B.1: Definition: Continuity of Employment is the right of full-time members of the bargaining unit to continued employment at the University, subject to the due process provisions of this Agreement. Continuity of Employment will be granted following application by a bargaining unit member, review and recommendation by a Continuity of Employment Review Committee, acceptance by the Vice President of Administration and notification in writing from the President of the University or his/her designee that Continuity of Employment has been granted. If a member of the bargaining unit is appointed to a full-time position on any date other than the normal beginning of a contract year, the initial year of service shall count toward Continuity of Employment if the individual serves a minimum of three-fourths (3/4's) of the complete contract year, exclusive of sick leave and leave without pay. Other probationary years of service shall be considered complete years of service provided the individual serves a minimum of three-fourths (3/4's) of the normal contract year, exclusive of sick leave and leave without pay.

9B.2: Application and Review Process: A bargaining unit member may apply for Continuity of Employment by October 1, of their third or fourth year of service. Application must be made to the Executive Director of Human Resources on a form provided by the Human Resources Office. Applicant must cite his/her credentials that meet the criteria for Continuity of Employment. A review committee consisting of the Executive Director of Human Resources or his/her designee, the applicant's immediate supervisor, department head (if other than immediate supervisor) and one person designated by the area officer will review the application and make a recommendation to the area officer. If a bargaining unit member does not apply for Continuity of Employment by October 1, of his/her fourth year of service, the University will initiate the review process. If a bargaining unit member is not awarded Continuity of Employment his/her appointment will not be renewed for the following year.

In the event that a bargaining unit member has a new supervisor for less than twelve (12) months, Human Resources, upon request of the bargaining unit member, will invite the bargaining unit member's former supervisor to participate on the review committee as an additional member; provided the former supervisor is still a University employee at the time of the review, the continuity review and decision will be extended as necessary to insure that the bargaining unit member and the supervisor have worked together for a minimum of six (6) months; however, application must be made by the deadline established above.

9B.3: Benefit and Eligibility: Bargaining unit members who achieve Continuity of Employment will receive a three percent (3%) base salary adjustment benefit following the completion of their fifth year of service. The adjustment will be made after any annual raises are added to salary following the completion of the bargaining unit member's fifth year of service. The initial year of service will count toward the benefit if the individual serves a minimum of three-fourths (3/4's) of the complete contract year, exclusive of extended sick leave and leave without pay. Other years of service shall be considered complete years of service provided the individual serves a minimum of three-fourths (3/4's) of the normal contract year, exclusive of extended sick leave and leave without pay. A bargaining unit member transferred into APAS from another University unit must serve at least five (5) years in APAS to be eligible for the benefit. A bargaining unit member who moves up one or more Pay Grades must serve at least five (5) years in his/her new grade to be eligible for the benefit. If a bargaining unit member is not awarded Continuity of Employment, his/her appointment will not be renewed for the following year.

9B.4: If a YSU employee becomes a member of the YSU-APAS bargaining unit because the University determines that his/her position should be placed in the P/A staff or he/she is selected to fill a bargaining unit position, he/she will be given credit for up to two (2) years of service toward Continuity of Employment for related satisfactory University service. If an employee in an externally funded position becomes a member of the YSU-APAS bargaining unit because the University decides to fund the position on a regular basis, the individual shall receive credit for up to two (2) years of service toward Continuity of Employment for related satisfactory service in the externally funded University position. Continuity of Employment creates no vested rights in any specific position, title or salary. Staff members holding Continuity of Employment may be separated

families. (The athletic ticket discount shall be available on individual athletic events only if the tickets are purchased at least one day prior to the event). The discount shall be available only for the goods purchased by the bargaining unit member for his/her personal use or for the use of their immediate families. Abuse of this privilege shall be grounds for suspension of the individual bargaining unit member's privilege.

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

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

21.6: Parking: The following faculty/staff parking lots shall have card-activated gates that shall restrict parking to full-time and part-time faculty and staff: ~~Lot F-2: DeBartolo Hall; Lot F-3: Williamson Hall; Lot F-6: Fedor Hall;~~ the currently unrestricted portion of Lot F-7: Stambaugh Stadium; and Lot F-5 Beeghly. Gate cards issued to students will not have the capacity to effect entrance to the above designated lots. The restrictions specified above shall be in effect from 7:00 a.m. to 4:30 p.m. Monday through Friday during all periods classes are in session, except when modifications are required because of special events. Professional/Administrative staff will continue to have access to parking decks and "mixed" lots. Parking is part of a bargaining unit member's

20.7: The University and the Association agree that it is their mutual goal to achieve and maintain a "drug-free workplace."

ARTICLE 21 MISCELLANEOUS

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

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

- A. Association dues or "fair share" fee;
- B. Up to two tax exempt charitable organizations, including United Way;
- C. U. S. Government savings bonds;
- D. Tax-sheltered annuities; individual retirement accounts (IRA), and IRS approved 403(b) programs;
- E. Associated School Employees Credit Union;
- F. Contributions to an Association Political Action Committee or the Fund for Children and Public Education; and
- G. The YSU Annual Fund and Capital Campaign.

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

21.3: Bookstore and Athletic Tickets: The University will fund the cost of a twenty percent (20%) discount for bargaining unit members on purchases of \$5.00 or more on items sold by the University Bookstore, and the cost of a fifty percent (50%) discount on athletic tickets and University Theater tickets for use by bargaining unit members and their immediate

in accordance with the provisions of Article 9A.2 and 9C of this Agreement. Service as a student employee shall not be credited to satisfy the requirements of this Article.

ARTICLE 9C RETRENCHMENT

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

9C.1: In the event of a reduction of work force involving full-time positions within the bargaining unit, the University will provide one hundred eighty (180) days written notice to any individual who is to be retrenched. At the same time, the University will provide a seniority list to the President of the Association.

9C.2: The possibility of Early Retirement Incentive Program will be explored before consideration is given to retrenchment.

9C.3: If retrenchment involves work in the same department being performed by both full-time and part-time P/A staff, part-time P/A staff excluded from the YSU-APAS bargaining unit shall be retrenched first; part-time P/A staff in the bargaining unit shall be retrenched second; and full-time P/A staff in the bargaining unit shall be retrenched third.

9C.4: In the event two or more members of the bargaining unit hold the same position (i.e., position title) within the same department, and fewer than the total number are to be retrenched, retrenchment will be determined by reverse seniority and service in that position at the University. When two or more individuals have the same effective date of appointment in a position, seniority will be determined as follows:

- A. In the event of a tie, it will be broken by giving credit for all prior years of employment in the bargaining unit and up to two years of non-bargaining unit employment with the University (excluding student employment).
- B. In the event a tie is not broken by the foregoing procedure, the employee(s) with the lowest rating on the most recent evaluation will be retrenched, provided the evaluation has been conducted within the past two years. The evaluations will be reviewed by the employees' immediate

supervisor, department head (if applicable) and area officer.

C. In the event a tie is not broken by either of the foregoing procedures, it will be broken by drawing lots.

9C.35: Bargaining unit members who were displaced or retrenched will be on recall status for three (3) years following displacement or retrenchment. This means that if the position from which a bargaining unit member was displaced or retrenched is to be filled within three (3) years following displacement or retrenchment, the bargaining unit member displaced or retrenched will be offered that position according to seniority. If more than one bargaining unit member has been displaced or retrenched from the same position (i.e., position title) within the same department, recall will occur in the reverse order of displacement or retrenchment (i.e., last retrenched, first recalled).

9C.6: In the case of retrenchment of a full-time member of the bargaining unit, the University will examine the possibility of creating a new part-time P/A position and offering it to the full-time staff member being retrenched; if such an offer is made the full-time bargaining unit member shall be under no obligation to accept the part-time appointment.

9C.7:

9C.4: —If there is a vacant P/A bargaining unit position that is to be filled elsewhere in the University within three (3) years a year of the date the individual was retrenched, and if the individual who was retrenched has the established minimum qualifications for the position to be filled, the individual who was retrenched will be granted first consideration for the position being filled.

9C.8: If retrenchment involves work in the same department being performed by both full-time and part-time P/A staff, part-time P/A staff excluded from the YSU-APAS bargaining unit shall be retrenched first; part-time P/A staff in the bargaining unit shall be retrenched second; and full-time P/A staff in the bargaining unit shall be retrenched third.

9C.5: —In the event two or more members of the bargaining unit hold the same position (i.e., position title) within the same department, and fewer than the total number are to be retrenched, retrenchment will be determined by reverse seniority and service in that position at the University. When two

two (2) bargaining unit members to serve on the University Health and Safety Committee each year.

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

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

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

20.6: The University retains the right to regulate smoking in all University facilities in order to promote the parties' goal of a safe and healthful workplace. Issues relating to smoking may be referred to the University Health and Safety Committee.

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

19.3: The Association will annually provide written notice to the University of the amount of the fair share fee, which shall not exceed the amount of regular membership dues then currently being paid by members of the Association. At the time that the Association provides written notice to the University of the amount of the fair share fee, it will also provide the Executive Director of Human Resources with the same financial and other information that the Association provides to fair share fee payers in compliance with the law. Within fourteen (14) days of the close of the annual period for bargaining unit members to file a challenge or objection to the Association's fair share fee procedure, the Association will notify the Executive Director of Human Resources in writing of such challenge or objection.

ARTICLE 20 HEALTH AND SAFETY

20.1: The parties agree that it is the goal of the University and the Association that the University be a place in which the bargaining unit members enjoy a safe and healthful environment. To accomplish this, the University will endeavor to assure compliance with all federal, state, and local statutes pertaining to health, safety, and the environment. Both parties recognize that it will be the University's responsibility to provide all bargaining unit members the necessary training, equipment, and written procedures necessary to conduct their job in a safe and healthful manner. Both parties also recognize that it will be the bargaining unit member's responsibility to follow University health and safety policies which may include the wearing of personal protective equipment and the mandatory attendance of training seminars. It is understood that all mandatory training will be offered in accordance with Section 7.5 of this Agreement. It is further recognized that any violation of University safety policies by bargaining unit members may result in disciplinary action by the University.

20.2: In order to assure the Association an opportunity to provide input on matters related to safety, the President of the Association will designate

~~or more individuals have the same effective date of appointment in a position; seniority will be determined as follows:~~

~~A. In the event of a tie, it will be broken by giving credit for employment with the University in another position prior to appointment to the current position;~~

~~B. In the event a tie is not broken by the foregoing procedure, the employee(s) with the lowest rating on the most recent evaluation will be retrenched, provided the evaluation has been conducted within the past two years. The evaluations will be reviewed by the employees' immediate supervisor, department head (if applicable) and area officer.~~

~~C. In the event a tie is not broken by either of the foregoing procedures, it will be broken by drawing lots.~~

~~9C.6: If retrenchment involves work in the same department being performed by both full-time and part-time P/A staff, part-time P/A staff excluded from the YSU/APAS bargaining unit shall be retrenched first; part-time P/A staff in the bargaining unit shall be retrenched second; and full-time P/A staff in the bargaining unit shall be retrenched third.~~

~~9C.7: Within five (5) working days of receipt of a notice of retrenchment, a bargaining unit employee, who has the minimum qualifications for another bargaining unit position, may submit a written request to the Office of the Executive Director of Human Resources to displace the bargaining unit employee who holds that position, but who has less University service than the employee who has received the notice of retrenchment. The request will be reviewed by a three (3) member committee who shall make recommendations based upon the qualifications and experience presented by the parties involved to the President of the University who will grant or deny the request in writing and his/her decision will be final, binding and non-reviewable. This committee shall consist of the President of the Association or his/her designee, the Executive Director of Human Resources or his/her designee, and a third individual acceptable to both.~~

~~9C.8: Staff members who are retrenched will be on recall status for two (2) years following retrenchment; this means that if the position from which an individual was retrenched is to be filled within two (2) years following retrenchment, the individual retrenched will be offered reinstatement. If more than one staff member has been retrenched from the same position (i.e., position title) within the same department, recall will occur in the reverse order of retrenchment (i.e., last retrenched, first recalled).~~

9C.9: For purposes of Article 9C, seniority will be broken when a bargaining unit member retires, resigns, is discharged for just cause or otherwise leaves the employment of the University. Time spent on inactive pay status (unpaid leave) will not contribute to the accrual of seniority, but will not constitute a break in seniority. Seniority shall continue to accrue during the period an employee is receiving workers' compensation benefits, is on military leave or is on recall status following retrenchment.

~~**9C.10:** Seniority list: The University will provide to the President of the Association a seniority list upon request.~~

~~**9C.11:** If departments or programs are merged as a result of reorganization, bargaining unit members in the department or program to be merged or transferred will be transferred to the receiving department with no loss of seniority or time counted toward the acquisition of Continuity of Employment.~~

ARTICLE 9D

VACANCIES, TRANSFERS, AND PROMOTIONS

9D.1: It is the practice of the University to provide members of the bargaining unit an opportunity to be promoted and/or laterally transferred. When vacancies are to be filled in full-time bargaining unit positions, a notice will be posted that a vacant position is to be filled.

9D.2: The posting described in Section 9D.1 will specify the period during which interested and qualified bargaining unit members may apply, which period shall be no less than five (5) working days from the day of posting. All postings will be dated. The posting shall also specify the position's title, the department or work unit where the position is assigned, the pay grade assigned, the salary range, initial salary range, the minimum qualifications for the position and a brief description of the job duties.

- A. Vacancy: A vacancy shall be defined as any position in the bargaining unit which is or has been established by the University that does not have a qualified incumbent and which the University intends to fill. A position shall be deemed vacant when one of the following occurs: an employee resigns, dies, retires or is terminated; an

18.2: The parties further agree that they shall cooperate fully with each other in seeking an expeditious resolution of any such decision through litigation, in the event that either party or both parties disagree with the decision. The parties agree that, should a court decision overturn any decision that a portion of the Agreement is ~~illegal~~, the parties shall accept the ruling of the court of law. However, each party shall reserve the right to file an appeal to a higher court and may seek to have the ruling set aside until the issue under appeal is decided.

18.3: Any provision of this Agreement which is found contrary to law but becomes legal during the life of this Agreement, shall take immediate effect upon the enactment of the enabling legislation. Similarly, any provision of this Agreement which may require legislative action for its implementation or its funding shall not become effective until the necessary legislation has been enacted and becomes effective; conversely, if legislative changes occur during the life of this Agreement which make it illegal or impossible to fund any provision of this Agreement, the obligation of the University hereunder to that extent shall be suspended.

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

ARTICLE 19

DUES DEDUCTION

19.1: Each member of the bargaining unit who is not a member of the Association shall, on the effective date of appointment or within sixty (60) days, become a member of the Association or a "Fair Share Fee Payer". The total annual "Fair Share Fee" shall not exceed the regular full-time or part-time member dues. The Administration shall deduct dues or fees on a monthly basis based upon the schedule for such deductions from the Association Treasurer.

- L. Copies of all supplemental contracts issued to bargaining unit members will be sent to the Association President upon approval.

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

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

17.5: Representatives of the University and the Association shall meet regularly at mutually convenient times during regular working hours to discuss matters of mutual concern. Either party may 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 Association to renegotiate or reopen any provisions of this Agreement during any meeting with representatives of the other party.

ARTICLE 18 SEPARABILITY

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

employee transfers or is promoted to any other position within the University; or a position is newly created.

- B. Transfer: Change in assignment of an employee from one existing position to another.
Voluntary: Bargaining unit member initiated reassignment.
Involuntary: Employer initiated reassignment of employee.
- C. Promotion: The movement of an employee from one position into a position at a higher pay grade.
- D. Classification: A combination of job title and the duties and responsibilities associated with the job description.
- E. Reclassification: A reclassification occurs when there is a change ~~E.~~ or modification in the duties and responsibilities of a position significant enough that the position should be given another classification. Duties and responsibilities may be increased or decreased. Reclassifications may occur with positions that are filled or positions that are vacant. If the position that has been reclassified is presently filled, then the employee serving in that position is then reassigned to the new classification.

9D.3: Informational meetings shall be held at least twice each semester to notify the Association of possible vacancies, transfers, reclassifications, and promotions. The meeting shall be held by the Director of Human Resources or designee and the President of the Association or designee. The President of the Association shall notify the bargaining unit members of the proceedings.

9D.4: Transfer Procedures:

- A. Voluntary Transfer: A bargaining unit member may submit a written request for a lateral transfer to the Executive Director of Human Resources stating the department and position to which he/she desires to transfer. When vacancies occur, the University will give consideration to qualified bargaining

unit members who have made a voluntary request to transfer before considering candidates from off campus.

B. ~~B.~~ Involuntary Transfers: The University may transfer a member of the bargaining unit from one P/A staff position to another, providing his/her pay is not reduced by the University, and providing he/she has the necessary credentials and qualifications for the position to which he/she is being transferred. Consultation with the staff member being transferred shall occur no later than fourteen (14) days prior to the effective date of transfer.

C. Upon request, Human Resources will provide consultation with bargaining members designed to improve their ability to compete for internal vacancies.

D. If departments or programs are merged as a result of reorganization, bargaining unit members in the department or program to be merged or transferred will be transferred to the receiving department with no loss of seniority or time counted toward the acquisition of Continuity of Employment.

9D.5: The University reserves the total and explicit authority to determine when a vacant position exists; whether to fill it, abolish it or transfer it to another department or work unit within the University; and to determine its job title and salary range.

ARTICLE 10 PART-TIME STAFF

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

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

to assemble the information, and the party from whom the information is sought may determine the form in which such information is submitted. The following will be sent to the Association as soon as possible:

- A. The internal operating budget when adopted by the Board of Trustees;
- B. Year-end financial reports;
- C. Semester enrollment data;
- D. Information required for the preparation and the processing of a grievance;
- E. A comprehensive report from the office of the Executive Director of Human Resources each October 1 of the membership of the bargaining unit;
- F. A bi-monthly report from the office of the Executive Director of Human Resources of personnel changes affecting the bargaining unit since the previous report, which shall include appointments, promotions, retirements, deaths, separations, and name changes;
- G. The YSU FACTBOOK;
- H. The YSU GUIDEBOOK;
- I. Notices, agendas and official minutes of the meetings of the YSU Board of Trustees and its committees when released to the public; and
- J. A copy of all position announcements for Professional/Administrative positions will be provided to the Association President as soon as the position announcement is approved for distribution.
- K. A copy of the descriptors for APAS Pay Grades will be provided to the Association President.

16.8: Association Negotiating Team: Once the process of negotiating a successor Agreement has commenced, each member of the Association Negotiating Committee shall be granted up to six (6) two (2) hours per week release time to prepare for bargaining. When members of the Association Negotiating Team are in the same University department, a maximum of six (6) hours release time total per department per week shall be granted, unless the department head at his/her discretion, allows more.

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

ARTICLE 17 UNIVERSITY-ASSOCIATION RELATIONS

17.1: No Strike - No Lockout: In accordance with the provisions of O.R.C. 4117, the Association, on behalf of its officers, agents, and members agree that so long as this Agreement, or any written extension hereof, is in effect, there shall be no strikes, or unlawful interference with the operation of the University. The University agrees that there shall be no lockout during the term of this Agreement or any written extension hereof. The provisions of Article 17.1 shall be in full effect in the event a strike is called involving any other bargaining unit on the YSU campus during the term of this Agreement.

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

17.3: Information: Either party to this Agreement shall furnish the other, upon written request, information related to the negotiation or administration of the Agreement, provided such information is available and can be furnished at reasonable expense, such request allows reasonable time

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

10.2: Part-time staff in the bargaining unit shall be given a description of duties to be performed. They will not be expected to work in excess of the total FTE specified on their contract. The Executive Director of Human Resources must approve any exception to this policy. They will be paid for holidays observed by the University during the terms of their contracts. They will not be denied the right to enroll in courses at the University. They will be issued ID cards and granted access to the Library and Beeghly Physical Education Center, as well as other recreational facilities. They will be entitled to parking as part of their fringe benefits. They shall be entitled to a discount of fifty percent (50%) on athletic and theater tickets during the term of their contract. They shall be evaluated in accordance with Article 12.

10.3: In addition to the benefits specified in Article 10.2 above, part-time staff in the bargaining unit whose appointments equal or exceed an FTE of .5, as defined in Article 10.1 and specified on the individual contract of appointment, shall be eligible for the following:

- A. The employee shall have the opportunity to participate in the University's group insurance program, single or family, by enrolling for coverage from the effective date of appointment through the following June 30, by paying the University fifty percent (50%) of the group rates for coverage for the preceding fiscal year through payroll deduction.
- B. The individual shall accrue sick leave prorated against the full-time standard and shall be entitled to the use of such sick leave in accordance with Article 7 of this Agreement.
- C. The individual shall be eligible for remission of the University's instructional and general fees for up to six (6) semester hours during any academic year when enrolling in an academic semester during part of which the staff member is under contract.
- D. The individual shall be entitled to a discount of twenty percent (20%) on all purchases of \$5.00 or greater at the

University Bookstore during the term of his/her contract. The discount shall be available only for goods purchased by the bargaining unit member for his/her personal use or for the use of their immediate families. Abuse of this privilege shall be grounds for suspension of the individual bargaining unit member's privilege.

E. Vacation benefits as described in Article 7.13E, 14.

F. If a part-time University employee becomes a full-time bargaining unit member, the individual shall receive credit toward Continuity of Employment for related satisfactory University service, up to a maximum of two (2) years, by using seventy-five percent (75%) of the total FTEs worked as a part-time employee. For example, if an employee worked .50 FTE for a total of three (3) years, ~~s/he~~she would receive $(3 \times .5) \times .75 = 1.125$ years of credit. FTEs for part-time contracts of less than twelve (12) month duration will be prorated by 1/12 for each month not under contract. For example, if an employee worked nine (9) months each year at .75 FTE for five (5) years, ~~s/he~~she would receive $[(.75 \times 9/12) \times 5] \times .75 = 2.11$ years of credit. Current full-time bargaining unit members who were previously part-time employees and who have not yet achieved continuity of employment shall be granted credit as provided in this section.

10.4: In addition to the benefits established in Articles 10.2-10.3 above, part-time staff whose appointment equals or exceeds .75 FTE (as defined in Article 10.1) shall receive the insurance benefits defined in Article 5, vacation benefits as defined in Article 7.143-D and fee remission benefits as defined in Article 21.9.

10.5: Exclusivity of Application: The parties agree that the provisions of this Article constitute their basic agreement concerning the terms and conditions of employment of members of the bargaining unit who are part-time staff. Thus, for members of the bargaining unit who are part-time staff (See Appendix A), the provisions of this Article shall supersede and replace the provisions of Article 5 ("Insurance Benefits"), Article 7 ("Leaves and Vacations"), Article 9 ("Staff Employment Security"), Article 14 ("Retirement"), and Article 21 ("Miscellaneous," with the sole exception of

16.7: Association Grievance Officers recognized in Article 16.6 shall be permitted up to six (6) Grievance-Officer-hours per week to investigate possible grievances and/or grievances during paid working hours of the Grievance Officers. The Association agrees that this time will be devoted exclusively to a good faith effort to resolve labor-management problems arising from the terms of this Agreement, and will not be abused. The University agrees that permission to investigate a possible grievance and/or grievances will not be unreasonably denied.

A. The six (6) hours apply to all Grievance Officers; that is one (1) Grievance Officer at six (6) hours; or two (2) Grievance Officers at three (3) hours, etc. Time spent in consultation with the Executive Director of Human Resources or his/her designee will not be counted against the six (6) hour limit.

B. If unused in a given week(s), Grievance Officer hours may accumulate to a maximum of twenty (20).

C. Advance permission must be granted by the Grievance Officer's supervisor and by the Chief Grievance Officer or Association President prior to the investigation of a possible grievance and/or grievance during paid hours.

D. If a Grievance Officer leaves his/her work area to investigate a grievance in another work area, the Grievance Officer will also secure the permission of the supervisor in the grievant's work area before talking to the grievant.

E. No individual Grievance Officer may devote more than six (6) hours of paid time to possible grievance and/or grievance investigation during a given week without permission of the University.

F. A weekly account of the grievance hours will be kept by the Chief Grievance Officer and this information will be available to the University upon request.

Such use shall be limited to the Association's role as exclusive representative in matters of mutual concern between the parties.

16.4: Use of Other University Facilities: The Association shall be permitted reasonable use of University printing/reproduction services, on a "cost-for-use" basis. Printing/reproduction services shall be available to the Association solely and exclusively for activities and communication directly related to its role of exclusive representative of the bargaining unit defined in Article 2. The Association shall also be permitted, on a "cost-for-use" basis, reasonable use of University vehicles in the Motor Pool, provided that three (3) days prior to the date of planned travel the vehicle(s) have not been scheduled for use by any academic or administrative unit. Use of such vehicles shall be available solely and exclusively for travel directly related to the Association's role as exclusive representative of the bargaining unit defined in Article 2. The charges to the Association for such services will not exceed those assessed against other on-campus groups or individuals.

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

16.6: Grievance Officers: The University shall recognize six (6) Association Grievance Officers. The Association shall inform the University in writing of those bargaining unit members designated as the Grievance Officers, including the Chief Grievance Officer, prior to the University's recognition of those persons as Grievance Officers. The Association will notify the University promptly of changes in the list of Grievance Officers. Grievance Officers shall be authorized to investigate grievances and to represent employees in grievance adjustments, as provided by Article 8 ("Grievance Procedure"). The Association will attempt to distribute assignments equally among Grievance Officers. The Association will also inform the University in writing of the bargaining unit member designated as the President of the Association. The President or the Chief Grievance Officer will, with the prior approval of the Executive Director of Human Resources and with prior notice to the appropriate department head, be permitted to meet with the Executive Director of Human Resources during normal work hours to discuss and attempt to resolve labor management issues arising from the provisions of this Agreement.

the provision concerning "Emergency Closings"), to the extent that any of these articles provide benefits that are not provided under the provisions of Article 10, or that benefits are provided in greater degree than in Article 10. For members of the bargaining unit who are part-time staff, the provisions of Article 10 shall be finally determinative concerning all issues addressed herein.

ARTICLE 11 WORKLOAD

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

Position Audits: A bargaining unit member may request at any time, but not more than once per fiscal year, in writing to the Executive Director of Human Resources that his/her position description be audited for the purpose of determining if the position is in the proper pay grade. If, as a result of the audit, the University determines that a bargaining unit member has been assigned duties that would result in assignment to a higher pay grade, the University shall either assign the position to the appropriate pay grade or cease to assign the bargaining unit member that portion of the duties which caused the position to be assigned the higher pay grade. If the University ceases to assign the bargaining unit member that portion of his/her duties which do not properly fall within the current pay grade, the University will notify the bargaining unit member of the decision in writing. If the position is assigned a new pay grade, the effective date of the reclassification shall be no later than the beginning of the pay period immediately after the receipt of the written request for the audit by the Executive Director of Human Resources. The University will inform the bargaining unit member of the results of the audit within ninety (90) days of the receipt of the request for audit. If unusual circumstances arise which prevent the completion of the audit within the time limit and the University has provided the bargaining unit member with a written explanation of the

situation, the deadline for completion of the audit will be one hundred twenty (120) days after receipt of the request.

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

The Audit Appeal Committee will consist of one member and an alternate appointed by YSU-APAS, one member and an alternate appointed by the Executive Director of Human Resources and Labor Relations, and the Vice President of Administration or his/her designee. Alternates will not serve as voting members unless replacing an appointee and will not attend meetings unless serving as a substitute for the member. Audit Appeal Committee appointees and alternates will serve for one (1) fiscal year.

11.2: Schedules: Full-service staff members in the bargaining unit are Professional/Administrative salaried staff who the University represents that they believe are believed to be exempt from the wage/hour provisions of the Fair Labor Standards Act. However, full-service staff will not be assigned duties that average more than forty (40) hours of work each week during the course of a contract year. When deemed appropriate by either the University or a full-service staff member in the bargaining unit, a general work plan will be developed by the University in consultation with the staff member to project an approximate schedule of duties over the coming contract year; such a plan will project the peak and slack periods of the year, as well as the staff member's typical forty (40)-hour schedule over the course of the year; and may include a flexible work schedule to the extent consistent with the needs of the department. The parties agree, however, that the University retains the right to schedule bargaining unit members. A bargaining unit member may request a meeting each semester with his/her supervisor to review the actual hours worked and time taken off during the previous semester. A staff member who has concerns about his/her schedule may file a grievance or a complaint under the provisions of Article 8 ("Grievance Procedure"), or may have an informal discussion of the matter with the cognizant principal administrative officer and/or the

- C. Direct, supervise, evaluate, or hire employees;
- D. Maintain and improve efficiency and effectiveness of governmental operations;
- E. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- F. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- G. Determine the adequacy of the work force;
- H. Determine the overall mission of the employer as a unit of government;
- I. Effectively manage the work force;
- J. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 16 ASSOCIATION RIGHTS

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

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

16.3: Use of University Facilities at No Cost: The Association shall be permitted reasonable use of University rooms for meetings on the same basis as other University groups, including exclusive representatives. YSU-APAS shall be permitted reasonable use of University bulletin boards, and P/A staff mail boxes, for communication with members of the bargaining unit. YSU-APAS shall also be permitted to use the University mail service.

retiring staff. The Executive Director of Human Resources will respond in writing to each request for Extended Service, explaining his/her conclusion and the reasons for it, and his/her determination shall be final and binding.

14.5: Early Retirement Incentive Program: The University will implement an early retirement incentive program for all eligible bargaining unit members under OPERS regulations. The plan will be in effect from March 1, 2006 through December 31, 2007. The University will purchase two (2) years of service credit for eligible bargaining unit members, unless a lesser amount is provided under OPERS regulation (i.e., twenty percent (20%) of employee's service credit of record). The University shall abide by the rules as established by OPERS. An eligible employee shall provide the University with not less than six (6) months written notice specifying the date upon which he/she will retire hereunder.

ARTICLE 15 RETAINED RIGHTS

The University retains all of the rights necessary to operate the University, except as those rights may be modified by the provisions of this Agreement. These retained rights include but are not necessarily limited to the general grant of authority specified in Ohio Revised Code 3356. These retained rights include but are not necessarily limited to those rights commonly known as management rights, which are delineated in Ohio Revised Code 4117.08. These retained rights include but are not necessarily limited to the right to:

- A. Conduct and grade civil service examinations, rate candidates, establish eligibility lists; and make original appointments therefrom; or, alternatively, to post announcements for positions to be filled by original appointment from among qualified applicants responding to the posting, and to make appointments from the pool of applicants;
- B. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

Executive Director of Human Resources. The University shall provide cell phones for the use of "on call" employees.

11.3: Public Service: Members of the bargaining unit may attend meetings of the boards of directors or trustees, or other committees, of public or private non-profit service agencies during normal work hours, provided that the individual's department director or supervisor approves in advance, and provided that the individual is a member of the board or committee.

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

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

11.6: Holidays: The following days shall be observed as holidays and the University will be closed: Veteran's Day, Thanksgiving, the Friday after Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, and Labor Day. When one of these holidays falls on a Saturday or a Sunday, either the preceding Friday or the following Monday shall be observed as a holiday.

11.7: Outside Employment: Members of the bargaining unit may accept consulting and other employment outside the University as long as such employment does not interfere with the individual's University duties and does not constitute a conflict of interest with the staff member's position at the University. "Conflict of interest" includes performing the same services for the same clientele that a staff member does as part of his/her University duties for pay or remuneration from a person or entity other than the University; use of University materials, facilities, or staff to secure pay or remuneration from a person or entity other than the University; or use of

the influence, authority, or privileges that derive from a position at the University for private gain. The right to engage in outside employment exists at all times, including periods of leave other than sick leave.

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

11.9: Part-Time Teaching: A member of the bargaining unit may, with the prior approval of his/her department head, engage in Part-time limited service-teaching during his/her normal work hours and be paid for such duties. Time spent on limited service teaching duties shall not count toward the forty (40)-hour schedule referenced in Article 11.2.

ARTICLE 12 EVALUATION

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

12.2: Process: A non-probationary bargaining unit member will be evaluated on his/her performance once each year. The evaluation process will be completed by his/her immediate university supervisor by January 31 for the previous calendar year or time period since the last evaluation was due, or the period of time supervised by a new evaluator. A probationary bargaining unit member shall be evaluated by his/her immediate university supervisor on his/her performance at the end of his/her first six (6) months and at the end of each year of service until the completion of the probationary period. The evaluation period includes all work time covered since the last date an evaluation was due.

"Out of Cycle" Evaluations: An evaluator must have supervised a bargaining unit member for at least six (6) months before conducting the

would receive \$3850.00 [\$40,000 divided by 260 = \$154.00 x 25 days = \$3850.00] sick leave payment upon retirement). Upon accepting such payment, the individual surrenders all rights and entitlement to all sick leave accrued but unused as of the effective date of retirement. Such payment shall be made only once to an individual. An individual who returns to University service or any other State service following retirement may accrue and use sick leave as before, but may not convert accrued sick leave to cash payment a second time. Sick leave conversion does not apply to any termination or separation other than retirement. A member of the bargaining unit who applies for sick leave conversion shall submit an official confirmation from OPERS or STRS of his/her pending retirement.

14.3: Continued Benefits: A member of the bargaining unit who retires shall be entitled, for an unlimited period of time, on the same basis as bargaining unit members, ~~to use the use of of~~ Maag Library; ~~to tickets for all~~ University functions; ~~to use the use of of~~ Beeghly Center, Stambaugh Stadium, and other physical fitness and recreational facilities; ~~to the use of~~ use of faculty/staff parking facilities; and ~~to the remission of all instructional and general fees; and retention of electronic mail accounts.~~ Retired bargaining unit members shall be eligible to purchase a faculty/staff parking permit annually for one-fourth (1/4) the annual parking fee established by the University. Bargaining unit members who retire with ten (10) or more years of University service may maintain group term life insurance equal to the amount of the insurance in effect as of the date of retirement (rounded to the nearest multiple of \$1,000) to a maximum of \$25,000 by paying the University the cost of the insurance established by the carrier for persons in the retiree's age bracket. Such policy for a retiree will not include accidental death and dismemberment insurance.

14.4: Extended Service: A member of the bargaining unit who retires during the term of this Agreement may request consideration for Extended Service. Individuals on Extended Service will be granted up to fifty-nine (59) working days of duty at the University in each of not less than three (3) years following retirement; they will be paid a rate mutually agreed upon by the University and the retiring staff member. Details of Extended Service will be reduced to writing in an individual contract between the retiring staff member and the University. Staff on Extended Service shall not be members of the bargaining unit defined in Article 2 of this Agreement. Staff who are contemplating retirement and wish to be considered for Extended Service shall meet with the Executive Director of Human Resources to discuss possible assignments of duties. The University will make a good faith effort to provide Extended Service opportunities to

during that month. In addition, the University shall give prompt notice to a member of the bargaining unit when his/her official personnel file has been examined by someone other than an employee or agent of the University.

13.4: Removal of Items: Upon the written request of a bargaining unit member, the following materials will be removed from the individual's personnel file and will not subsequently be used in any disciplinary, promotion or termination decision or proceeding:

- A. Records of grievances filed by the bargaining unit member, providing three (3) years have elapsed since the filing thereof; and
- B. Records of complaints filed against the bargaining unit member, providing three (3) years have elapsed since the insertion of the materials into the file without an intervening occurrence of complaint.
- C. Performance evaluations, provided the four (4) most recent evaluations remain in the file.

ARTICLE 14 RETIREMENT

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

14.2: Sick Leave Conversion: All members of the bargaining unit who, at the time of retirement, have completed ten (10) or more years of service with the University together with other State of Ohio units as specified by law, shall receive payment based upon the member's rate of pay at retirement for one-fourth the individual's accrued but unused sick leave at retirement, up to a maximum accrual of two hundred eight (208) days ($1/4 \times 208 = 52$ days).

Payment shall be based on a daily rate of $1/260$ of final salary for each day of sick leave to be converted for twelve (12)-month staff, $1/217$ of final salary for ten (10)-month staff, and $1/195$ of final salary for nine (9)-month staff (i.e., a bargaining unit member with a twelve (12)-month contract and a final salary of \$40,000 and one hundred (100) sick leave days accrued

evaluation process. In the event that a bargaining unit member has a new supervisor, the evaluation deadline will be extended as necessary to insure that the bargaining unit member and the supervisor have worked together for the six (6) month minimum time period. Future evaluation dates for probationary bargaining unit members will be adjusted accordingly. Non-probationary bargaining unit members, who receive an "out of cycle" evaluation from a new supervisor within the last six (6) months of the calendar year, will skip the next January evaluation cycle. Subsequent evaluations following "out of cycle" evaluations will cover the period of time from the previous evaluation due date to the next evaluation.

The evaluation shall include a discussion between the bargaining unit member being evaluated and the evaluator, which includes a review of the bargaining unit member's position description and performance, before the evaluation form is finalized. The bargaining unit member shall also have an opportunity to review the evaluation form and shall sign the evaluation form. The bargaining unit member's signature shall certify that he/she has received the evaluation, but will not necessarily indicate agreement with it. The University will provide the bargaining unit member with a copy of the evaluation within fifteen (15) days after it is signed by the bargaining unit member. Before being placed in the bargaining unit member's official personnel file, a bargaining unit member's evaluation will be signed off by the department head in situations where the evaluator is not the department head.

A record of omission shall be included in each bargaining unit member's official personnel file and copied to the appropriate reporting channels when the process has not been completed as due.

12.3: Optional Approaches: The following options may be initiated only by the bargaining unit member.

- 1) **Self-Evaluation:** The bargaining unit member being evaluated may prepare a narrative self-evaluation in which he or she reports and evaluates information related to job performance for the period being evaluated. If a self-evaluation is written, the evaluator reviews the self-evaluation, discusses it with the bargaining unit member, appends it to the evaluation form, and forwards it as part of the evaluation record. The evaluator may attach a written statement regarding the self-evaluation narrative.

- 2) **Record of Goals, Objectives and Activities:** In some instances, it is appropriate to record in writing goals, objectives and activities for the coming year. The bargaining unit member can attach a separate page itemizing this record. If a record of goals, objectives and activities is written, the evaluator reviews the record, discusses it with the bargaining unit member, appends it to the evaluation form, and forwards it as part of the evaluation record. The evaluator may attach a written statement regarding the record of goals, objectives and activities.

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

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

A bargaining unit member who believes that the procedural requirements of this Article have not been met, or who believes that the information upon which an evaluation was based was improper (i.e., erroneous, incomplete, untimely, or irrelevant), may file a grievance under the provisions of Article 8 ("Grievance Procedure"). If the adjustment of the grievance includes a determination that the evaluation was procedurally flawed or based upon improper information, the University will nullify the evaluation and direct that it be redone.

12.5: Exclusivity: During the term of this Agreement, the evaluation procedure and instrument described in this Article (See Appendix F) shall be the only formal system of performance evaluation of bargaining unit

members employed at YSU, except for the evaluated judgments required by the other provisions of this Agreement.

ARTICLE 13 PERSONNEL FILES

13.1: The University shall maintain an official personnel file for each full-time member of the bargaining unit. This file shall be the sole official repository of records to be utilized in the administration of the personnel evaluation provisions of this Agreement. The file shall be maintained in the office of the Executive Director of Human Resources and shall be accessible to the subject of the file or his/her designee on a routine basis during normal office hours. An individual will have the right to insert appropriate material in his/her personnel file. If a document is to be inserted into a personnel file and does not include in its distribution a copy of the document for the staff member, a copy of the document shall be forwarded to the individual at the time the document is inserted in his/her file. A staff member who disagrees with the accuracy of information in his/her file shall have the right to submit a memorandum describing the areas of disagreement, and to have that memorandum included in the personnel file with the document to which it relates. In addition, if a staff member believes that a document is inappropriately included in his/her personnel file, the staff member may request that the Executive Director of Human Resources review the document for appropriateness of inclusion; such requests will be responded to promptly. Anonymous complaints will not be included in official personnel files. If the Executive Director of Human Resources receives a signed complaint concerning a member of the bargaining unit, a copy of the complaint will be forwarded immediately to the subject, and the complaint will be withheld from the file for fourteen (14) days, during which time the individual may meet with appropriate administrators to discuss the complaint, and/or prepare a written response to be filed with the complaint.

13.2: Personnel files shall be maintained and access provided to them in accordance with law, including Ohio Revised Code Chapter 1347 (The Ohio Privacy Act).

13.3: The Executive Director of Human Resources or his/her designee shall maintain a log of all individuals who are not employees or agents of the University and who have accessed the official personnel file of any bargaining unit member. A copy of such log shall be provided to the Association each month, provided a new entry has been made in the log

APPENDIX C

SALARY RANGES

Effective July 1, 2006 – June 30, 2007

Effective July 1, 2007 – June 30, 2008

Effective July 1, 2008 – June 30, 2009

<u>Structure</u>	<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
A	1	\$25,052	\$32,033	\$39,013
A	2	\$28,810	\$36,838	\$44,865
A	3	\$33,132	\$42,364	\$51,596
A	4	\$38,101	\$48,718	\$59,334
A	5	\$43,817	\$56,026	\$68,235
A	6	\$50,390	\$64,430	\$78,471
A	7	\$57,948	\$74,094	\$90,241
A	8	\$66,640	\$85,209	\$103,777
A	9	\$76,636	\$97,990	\$119,344
A	10	\$88,132	\$112,689	\$137,245
A	11	\$101,351	\$129,592	\$157,832
A	12	\$116,555	\$149,031	\$181,507
A	13	\$134,037	\$171,385	\$208,733
B	1	\$24,540	\$31,378	\$38,215
B	2	\$28,221	\$36,085	\$43,948
B	3	\$32,454	\$41,497	\$50,540
B	4	\$37,322	\$47,722	\$58,121
B	5	\$42,921	\$54,880	\$66,839
B	6	\$49,359	\$63,112	\$76,865
B	7	\$56,763	\$72,579	\$88,395
B	8	\$65,277	\$83,466	\$101,655
B	9	\$75,069	\$95,986	\$116,903
B	10	\$86,330	\$110,384	\$134,438

<u>Structure</u>	<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
A	1	\$25,616	\$32,997	\$40,379
A	2	\$29,458	\$37,947	\$46,435
A	3	\$33,878	\$43,640	\$53,402
A	4	\$38,959	\$50,185	\$61,411
A	5	\$44,803	\$57,713	\$70,624
A	6	\$51,524	\$66,370	\$81,217
A	7	\$59,252	\$76,326	\$93,399
A	8	\$68,140	\$87,775	\$107,410
A	9	\$78,361	\$100,941	\$123,521
A	10	\$90,115	\$116,082	\$142,049
A	11	\$103,632	\$133,494	\$163,356
A	12	\$119,177	\$153,518	\$187,860
A	13	\$137,053	\$176,546	\$216,038
B	1	\$25,092	\$32,322	\$39,553
B	2	\$28,856	\$37,171	\$45,486
B	3	\$33,184	\$42,747	\$52,309
B	4	\$38,162	\$49,159	\$60,156
B	5	\$43,887	\$56,533	\$69,179
B	6	\$50,470	\$65,013	\$79,556
B	7	\$58,040	\$74,765	\$91,489
B	8	\$66,746	\$85,979	\$105,213
B	9	\$76,758	\$98,876	\$120,995
B	10	\$88,272	\$113,708	\$139,144

<u>Structure</u>	<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
A	1	\$26,192	\$33,891	\$41,590
A	2	\$30,121	\$38,975	\$47,829
A	3	\$34,640	\$44,822	\$55,004
A	4	\$39,835	\$51,544	\$63,254
A	5	\$45,811	\$59,277	\$72,742
A	6	\$52,683	\$68,168	\$83,654
A	7	\$60,585	\$78,393	\$96,201
A	8	\$69,673	\$90,152	\$110,632
A	9	\$80,124	\$103,675	\$127,226
A	10	\$92,143	\$119,227	\$146,310
A	11	\$105,963	\$137,110	\$168,257
A	12	\$121,859	\$157,677	\$193,495
A	13	\$140,137	\$181,328	\$222,519
B	1	\$25,657	\$33,198	\$40,739
B	2	\$29,505	\$38,178	\$46,851
B	3	\$33,931	\$43,905	\$53,878
B	4	\$39,021	\$50,491	\$61,960
B	5	\$44,875	\$58,064	\$71,254
B	6	\$51,605	\$66,774	\$81,942
B	7	\$59,346	\$76,790	\$94,234
B	8	\$68,248	\$88,308	\$108,369
B	9	\$78,485	\$101,555	\$124,625
B	10	\$90,258	\$116,788	\$143,318

APPENDIX C (continued)

SALARY RANGES

Effective July 1, 2006 – June 30, 2007

Effective July 1, 2007 – June 30, 2008

Effective July 1, 2008 – June 30, 2009

<u>Structure</u>	<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>	<u>Structure</u>	<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>	<u>Structure</u>	<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
C	1	\$30,147	\$38,547	\$46,948	C	1	\$30,826	\$39,708	\$48,591	C	1	\$31,519	\$40,784	\$50,048
C	2	\$34,669	\$44,329	\$53,990	C	2	\$35,449	\$45,664	\$55,879	C	2	\$36,247	\$46,901	\$57,556
C	3	\$39,869	\$50,978	\$62,088	C	3	\$40,766	\$52,514	\$64,261	C	3	\$41,684	\$53,936	\$66,188
C	4	\$45,850	\$58,625	\$71,401	C	4	\$46,882	\$60,391	\$73,900	C	4	\$47,936	\$62,026	\$76,117
C	5	\$52,727	\$67,419	\$82,111	C	5	\$53,914	\$69,449	\$84,985	C	5	\$55,127	\$71,330	\$87,534
C	6	\$60,636	\$77,532	\$94,428	C	6	\$62,001	\$79,867	\$97,733	C	6	\$63,396	\$82,030	\$100,665
C	7	\$69,732	\$89,162	\$108,592	C	7	\$71,301	\$91,847	\$112,393	C	7	\$72,906	\$94,335	\$115,765
C	8	\$80,193	\$102,537	\$124,881	C	8	\$81,997	\$105,624	\$129,252	C	8	\$83,842	\$108,486	\$133,125
D	1	\$27,133	\$34,693	\$42,254	D	1	\$27,744	\$35,738	\$43,733	D	1	\$28,368	\$36,706	\$45,045
D	2	\$31,204	\$39,898	\$48,592	D	2	\$31,906	\$41,099	\$50,293	D	2	\$32,624	\$42,213	\$51,802
D	3	\$35,884	\$45,882	\$55,881	D	3	\$36,691	\$47,264	\$57,837	D	3	\$37,517	\$48,544	\$59,572
D	4	\$41,266	\$52,764	\$64,262	D	4	\$42,195	\$54,353	\$66,511	D	4	\$43,144	\$55,992	\$68,839
D	5	\$47,456	\$60,679	\$73,902	D	5	\$48,524	\$62,506	\$76,489	D	5	\$49,616	\$64,391	\$79,166
D	6	\$54,575	\$69,781	\$84,987	D	6	\$55,803	\$71,882	\$87,961	D	6	\$57,058	\$74,049	\$91,040
D	7	\$62,761	\$80,248	\$97,735	D	7	\$64,173	\$82,664	\$101,156	D	7	\$65,617	\$85,157	\$104,696
D	8	\$72,175	\$92,286	\$112,396	D	8	\$73,799	\$95,064	\$116,330	D	8	\$75,460	\$97,930	\$120,401
D	9	\$83,001	\$106,128	\$129,255	D	9	\$84,869	\$109,324	\$133,779	D	9	\$86,779	\$112,620	\$138,461
D	10	\$95,451	\$122,047	\$148,644	D	10	\$97,599	\$125,723	\$153,846	D	10	\$99,795	\$129,513	\$159,231
E	1	\$25,477	\$32,576	\$39,675	E	1	\$26,050	\$33,557	\$41,063	E	1	\$26,636	\$34,568	\$42,500
E	2	\$29,299	\$37,462	\$45,625	E	2	\$29,958	\$38,590	\$47,222	E	2	\$30,632	\$39,753	\$48,875
E	3	\$33,693	\$43,081	\$52,469	E	3	\$34,452	\$44,379	\$54,306	E	3	\$35,227	\$45,717	\$56,206
E	4	\$38,747	\$49,543	\$60,339	E	4	\$39,618	\$51,035	\$62,451	E	4	\$40,510	\$52,573	\$64,637
E	5	\$44,560	\$56,975	\$69,391	E	5	\$45,562	\$58,691	\$71,819	E	5	\$46,587	\$60,460	\$74,333
E	6	\$51,243	\$65,521	\$79,799	E	6	\$52,396	\$67,493	\$82,591	E	6	\$53,574	\$69,528	\$85,482

APPENDIX C (continued)

SALARY RANGES

Effective July 1, 2006 – June 30, 2007

Effective July 1, 2007 – June 30, 2008

Effective July 1, 2008 – June 30, 2009

<u>Structure</u>	<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
H	1	\$21,314	\$27,253	\$33,192
H	2	\$24,511	\$31,341	\$38,171
H	3	\$28,188	\$36,042	\$43,896
H	4	\$32,416	\$41,449	\$50,481
H	5	\$37,279	\$47,666	\$58,053
H	6	\$42,871	\$54,817	\$66,762
H	7	\$49,302	\$63,039	\$76,776
H	8	\$56,697	\$72,494	\$88,292
H	9	\$65,202	\$83,369	\$101,536
H	10	\$74,982	\$95,874	\$116,767
H	11	\$86,228	\$110,255	\$134,281
H	12	\$99,163	\$126,794	\$154,424
I	1	\$24,397	\$31,194	\$37,992
I	2	\$28,056	\$35,874	\$43,691
I	3	\$32,265	\$41,255	\$50,245
I	4	\$37,104	\$47,443	\$57,781
I	5	\$42,670	\$54,559	\$66,448
I	6	\$49,071	\$62,743	\$76,416
I	7	\$56,431	\$72,154	\$87,878
J	1	\$26,865	\$34,351	\$41,837
J	2	\$30,895	\$39,503	\$48,112
J	3	\$35,529	\$45,428	\$55,328
J	4	\$40,858	\$52,243	\$63,628
K	1	\$27,249	\$34,841	\$42,433
K	2	\$31,336	\$40,066	\$48,797
K	3	\$36,036	\$46,077	\$56,118

<u>Structure</u>	<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
H	1	\$21,794	\$28,074	\$34,354
H	2	\$25,063	\$32,285	\$39,507
H	3	\$28,823	\$37,128	\$45,433
H	4	\$33,146	\$42,697	\$52,248
H	5	\$38,118	\$49,102	\$60,085
H	6	\$43,836	\$56,467	\$69,098
H	7	\$50,411	\$64,937	\$79,463
H	8	\$57,972	\$74,677	\$91,382
H	9	\$66,669	\$85,879	\$105,089
H	10	\$76,669	\$98,761	\$120,853
H	11	\$88,169	\$113,575	\$138,981
H	12	\$101,394	\$130,612	\$159,829
I	1	\$24,946	\$32,134	\$39,321
I	2	\$28,688	\$36,954	\$45,221
I	3	\$32,991	\$42,497	\$52,004
I	4	\$37,939	\$48,871	\$59,803
I	5	\$43,630	\$56,202	\$68,774
I	6	\$50,175	\$64,633	\$79,091
I	7	\$57,700	\$74,327	\$90,953
J	1	\$27,470	\$35,385	\$43,301
J	2	\$31,590	\$40,693	\$49,796
J	3	\$36,328	\$46,796	\$57,264
J	4	\$41,777	\$53,816	\$65,855
K	1	\$27,862	\$35,890	\$43,918
K	2	\$32,041	\$41,273	\$50,505
K	3	\$36,847	\$47,464	\$58,082

<u>Structure</u>	<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
H	1	\$22,284	\$28,834	\$35,385
H	2	\$25,627	\$33,159	\$40,692
H	3	\$29,471	\$38,133	\$46,796
H	4	\$33,891	\$43,853	\$53,815
H	5	\$38,976	\$50,432	\$61,888
H	6	\$44,822	\$57,997	\$71,171
H	7	\$51,545	\$66,696	\$81,847
H	8	\$59,277	\$76,700	\$94,123
H	9	\$68,169	\$88,205	\$108,242
H	10	\$78,394	\$101,437	\$124,479
H	11	\$90,152	\$116,651	\$143,150
H	12	\$103,676	\$134,150	\$164,624
I	1	\$25,507	\$33,004	\$40,501
I	2	\$29,333	\$37,955	\$46,577
I	3	\$33,733	\$43,649	\$53,564
I	4	\$38,793	\$50,195	\$61,597
I	5	\$44,612	\$57,724	\$70,837
I	6	\$51,304	\$66,384	\$81,463
I	7	\$58,999	\$76,340	\$93,682
J	1	\$28,088	\$36,344	\$44,600
J	2	\$32,301	\$41,795	\$51,290
J	3	\$37,146	\$48,064	\$58,982
J	4	\$42,717	\$55,274	\$67,830
K	1	\$28,489	\$36,862	\$45,236
K	2	\$32,761	\$42,391	\$52,020
K	3	\$37,676	\$48,750	\$59,824

APPENDIX C (continued)

SALARY RANGES

Effective July 1, 2006 – June 30, 2007

Effective July 1, 2007 – June 30, 2008

Effective July 1, 2008 – June 30, 2009

<u>Structure</u>	<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
K	4	\$41,441	\$52,988	\$64,535
K	5	\$47,658	\$60,936	\$74,215
K	6	\$54,806	\$70,077	\$85,347
L	1	\$25,838	\$33,037	\$40,237
L	2	\$29,714	\$37,993	\$46,272
L	3	\$34,170	\$43,691	\$53,212
L	4	\$39,296	\$50,245	\$61,194
L	5	\$45,190	\$57,782	\$70,374
L	6	\$51,969	\$66,449	\$80,930
L	7	\$59,764	\$76,417	\$93,069
L	8	\$68,728	\$87,879	\$107,029
L	9	\$79,038	\$101,061	\$123,083
L	10	\$90,894	\$116,220	\$141,547
L	11	\$104,528	\$133,653	\$162,778
L	12	\$120,207	\$153,701	\$187,194
L	13	\$138,238	\$176,756	\$215,274
L	14	\$158,974	\$203,269	\$247,565
L	15	\$182,820	\$233,760	\$284,700
M	1	\$24,967	\$31,924	\$38,881
M	2	\$28,712	\$36,712	\$44,712
M	3	\$33,019	\$42,219	\$51,419
M	4	\$37,972	\$48,552	\$59,132
M	5	\$43,668	\$55,835	\$68,002
M	6	\$50,217	\$64,210	\$78,203

<u>Structure</u>	<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
K	4	\$42,373	\$54,584	\$66,794
K	5	\$48,730	\$62,771	\$76,812
K	6	\$56,039	\$72,187	\$88,334
L	1	\$26,419	\$34,032	\$41,645
L	2	\$30,382	\$39,137	\$47,891
L	3	\$34,939	\$45,007	\$55,075
L	4	\$40,180	\$51,758	\$63,336
L	5	\$46,207	\$59,522	\$72,837
L	6	\$53,138	\$68,450	\$83,762
L	7	\$61,109	\$78,718	\$96,327
L	8	\$70,275	\$90,525	\$110,775
L	9	\$80,817	\$104,104	\$127,391
L	10	\$92,939	\$119,720	\$146,501
L	11	\$106,880	\$137,677	\$168,475
L	12	\$122,912	\$158,329	\$193,746
L	13	\$141,348	\$182,078	\$222,808
L	14	\$162,551	\$209,390	\$256,230
L	15	\$186,933	\$240,799	\$294,664
M	1	\$25,529	\$32,885	\$40,242
M	2	\$29,358	\$37,817	\$46,277
M	3	\$33,761	\$43,490	\$53,218
M	4	\$38,826	\$50,014	\$61,201
M	5	\$44,650	\$57,516	\$70,382
M	6	\$51,347	\$66,143	\$80,940

<u>Structure</u>	<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
K	4	\$43,327	\$56,062	\$68,798
K	5	\$49,826	\$64,471	\$79,117
K	6	\$57,300	\$74,142	\$90,984
L	1	\$27,013	\$34,954	\$42,894
L	2	\$31,066	\$40,197	\$49,328
L	3	\$35,725	\$46,226	\$56,727
L	4	\$41,084	\$53,160	\$65,236
L	5	\$47,247	\$61,134	\$75,022
L	6	\$54,333	\$70,304	\$86,275
L	7	\$62,484	\$80,850	\$99,216
L	8	\$71,856	\$92,977	\$114,099
L	9	\$82,635	\$106,924	\$131,213
L	10	\$95,030	\$122,963	\$150,896
L	11	\$109,285	\$141,407	\$173,529
L	12	\$125,677	\$162,618	\$199,558
L	13	\$144,529	\$187,011	\$229,493
L	14	\$166,209	\$215,062	\$263,916
L	15	\$191,139	\$247,322	\$303,504
M	1	\$26,104	\$33,776	\$41,449
M	2	\$30,018	\$38,842	\$47,665
M	3	\$34,521	\$44,668	\$54,815
M	4	\$39,700	\$51,368	\$63,037
M	5	\$45,655	\$59,074	\$72,493
M	6	\$52,502	\$67,935	\$83,368

APPENDIX C (continued)

SALARY RANGES

Effective July 1, 2006 – June 30, 2007

Effective July 1, 2007 – June 30, 2008

Effective July 1, 2008 – June 30, 2009

<u>Structure</u>	<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
N	1	\$24,324	\$31,102	\$37,880
N	2	\$27,974	\$35,768	\$43,562
N	3	\$32,170	\$41,133	\$50,096
N	4	\$36,995	\$47,303	\$57,611
N	5	\$42,544	\$54,398	\$66,252
N	6	\$48,926	\$62,558	\$76,190
N	7	\$56,264	\$71,942	\$87,619
O	1	\$29,367	\$37,550	\$45,734
O	2	\$33,773	\$43,183	\$52,594
O	3	\$38,839	\$49,660	\$60,482
O	4	\$44,665	\$57,109	\$69,554
O	5	\$51,364	\$65,676	\$79,988
O	6	\$59,069	\$75,527	\$91,986
O	7	\$67,929	\$86,856	\$105,783
O	8	\$78,118	\$99,884	\$121,651
O	9	\$89,836	\$114,867	\$139,899

<u>Structure</u>	<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
N	1	\$24,872	\$32,039	\$39,206
N	2	\$28,603	\$36,845	\$45,087
N	3	\$32,894	\$42,372	\$51,849
N	4	\$37,827	\$48,728	\$59,628
N	5	\$43,501	\$56,036	\$68,571
N	6	\$50,026	\$64,442	\$78,857
N	7	\$57,530	\$74,108	\$90,686
O	1	\$30,028	\$38,681	\$47,334
O	2	\$34,533	\$44,484	\$54,434
O	3	\$39,713	\$51,156	\$62,599
O	4	\$45,670	\$58,829	\$71,988
O	5	\$52,520	\$67,654	\$82,787
O	6	\$60,398	\$77,801	\$95,205
O	7	\$69,457	\$89,471	\$109,486
O	8	\$79,876	\$102,892	\$125,909
O	9	\$91,857	\$118,326	\$144,795

<u>Structure</u>	<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
N	1	\$25,431	\$32,907	\$40,382
N	2	\$29,247	\$37,843	\$46,439
N	3	\$33,634	\$43,519	\$53,405
N	4	\$38,679	\$50,048	\$61,416
N	5	\$44,480	\$57,554	\$70,628
N	6	\$51,152	\$66,187	\$81,223
N	7	\$58,824	\$76,115	\$93,406
O	1	\$30,704	\$39,729	\$48,754
O	2	\$35,310	\$45,689	\$56,067
O	3	\$40,606	\$52,542	\$64,477
O	4	\$46,697	\$60,423	\$74,148
O	5	\$53,702	\$69,486	\$85,271
O	6	\$61,757	\$79,909	\$98,061
O	7	\$71,020	\$91,895	\$112,770
O	8	\$81,673	\$105,679	\$129,686
O	9	\$93,924	\$121,532	\$149,139

AGREEMENT

***FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.***



YOUNGSTOWN STATE UNIVERSITY

April 1, 2006 - March 31, 2009

AGREEMENT

between

YOUNGSTOWN STATE UNIVERSITY

and the

Fraternal Order of Police, Ohio Labor Council, Inc.

Effective

April 1, 2006 - March 31, 2009

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NOTES

PREAMBLE

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

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

ARTICLE 1 AGREEMENT AND RECOGNITION

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

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

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

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

**ARTICLE 2
SCOPE OF UNIT**

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

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

2.3: A University Police Officer 2, also known as "Sergeant," performs the duties specified above for a University Police Officer 1 and in addition may be assigned functional supervision over University Police Officers 1 and University Dispatchers, making assignments, training personnel, monitoring work performance, etc; a University Police Officer 2 performs other reasonably related duties as assigned.

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

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

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

2.7: Also excluded from the bargaining unit shall be all employees of the University who are not defined as "public employees" under the provisions of Ohio Revised Code 4117 (Am. Sub. S.B. No. 133) as defined by said

SIGNATURE PAGE

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

FOR THE FRATERNAL
ORDER OF POLICE:

John R. Spencer
F.O.P Associate

Chuck Wilson
F.O.P Representative

Dean DeMain

Doug Pusateri

Randy Williams

David C. Sweet
President

Steve Lucivjansky
Chief Negotiator

Greg Clementi

Elaine Jacobs

Matt Novotny

provide an adequate sample initially will remain under observation until able to do so.

- G. A tamper proof seal will be used on the container.
- H. The container will be labeled in front of the employee.
- I. Each step in the collection and processing of the urine sample shall be documented to establish procedural integrity, and the chain of evidence.
- J. Social security numbers will be used as a donor identifying number. This number will be utilized to identify the sample throughout the collection and testing phases of the urine screening. The purpose of the donor identifying number is to protect the identity of the donor providing the sample. Laboratory testing personnel will only have access to the identifying number and not the individual's name.
- K. The officer accompanying the employee will be assigned by the Director of the YSU Police Department or his/her designee.
- L. The second sample container will be secured and preserved according to generally accepted lab procedures at the site where the samples are passed and collected. In the event the first sample shows a presence of any illegal drug or narcotic the employee shall have the option of having the second sample tested (at his own expense) at another qualified medical facility or laboratory, generally accredited by a standardizing body within a reasonable distance. To facilitate this testing the second sample shall be secured from the collection site by a management representative and a Union representative and transported or caused to be transported to the second laboratory where it will be tested. The tests employed must be of the same type employed by a primary laboratory.

statute and by applicable rules, regulations, orders, and judicial interpretations issued, promulgated, and/or rendered during the term of this Agreement.

2.8: Detailed descriptions of duties for each member of the bargaining unit appear on individual position descriptions maintained in official personnel files. The University may alter employees' position descriptions in compliance with Article 2.2 to 2.6. A bargaining unit member whose position description is changed will receive a copy of the new description at the same time it is placed in his/her personnel file. Said alterations are subject to the grievance procedure.

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

ARTICLE 3 TERM OF AGREEMENT

3.1: This Agreement shall, following ratification by the parties, become effective at 12:01 a.m. on April 1, 2006 and shall remain in effect through 11:59 p.m. on March 31, 2009.

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

ARTICLE 4 PAY

4.1: Base Pay:

- A. Effective with the pay period that includes April 1, 2006, the base rate and subsequent steps for University Police

Officers 1 and 2 and Dispatchers 1 and 2 will be increased by three percent (3.00%).

- B. Effective with the pay period that includes April 1, 2007, the base rate and subsequent steps for University Police Officers 1 and 2 and Dispatchers 1 and 2 will be increased by three percent (3.00%).
- C. Effective with the pay period that includes April 1, 2008, the base rate and subsequent steps for University Police Officers 1 and 2 and Dispatchers 1 and 2 will be increased by three and one-quarter percent (3.25%).

4.2: New bargaining unit members will start at the first step of his/her pay range; however, the University reserves the right to start a newly hired bargaining unit member at a higher step, based on the bargaining unit member's previous experience, education and/or qualifications. Each member of the bargaining unit who successfully completes the probationary period shall at that time be advanced to the next step and shall thereafter advance to the next highest step on the anniversary of his/her last step increase. Each member of the bargaining unit who is promoted to a higher classification within the bargaining unit shall be paid at the lowest step in the higher pay range which provides him/her at least a nine percent (9%) increase in base rate of pay.

4.3: Crime Prevention Officer: Prior to implementing the work schedule bid process provided each six months in Article 14.3, the University will designate a bargaining unit member as the Crime Prevention Officer, subject to the following:

- A. Only bargaining unit members meeting the University specified standards will be considered for this position.
- B. This position will have a specific position description.
- C. A bargaining unit member assigned to this position will continue in grade (classification) and receive regular pay increases provided to other bargaining unit members, as appropriate.
- D. The Crime Prevention Officer will not be subject to the provisions of Article 14, ("Work Schedules"), and will

APPENDIX J URINALYSIS PROCEDURES

- A. The employee will be notified of the test requirement just prior to being transported without delay to the medical facility or laboratory to obtain the urine sample. The medical facility or laboratory will be predetermined by the YSU Police Department following a meet and confer with the F.O.P. At the time of the test, the subject will be notified of the specific drugs which will be screened by the test. The employee will be accompanied by an officer of the YSU Police Department.
- B. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. An employee of the medical facility or laboratory shall be in the presence of the employee to ensure that the sample is from the employee and was actually passed at the time noted on the record. Specimen collection will occur in a medical setting, and the procedures should not demean, embarrass or cause physical discomfort to the employee.
- C. An interview with the employee prior to the test will serve to establish use of drugs currently taken under medical supervision. The employee will be required to identify any prescription or non-prescription medication taken in the past week. The medication and time last taken will be documented and signed by the employee. Medications containing narcotic drugs, hypnotics, stimulants, depressants, sedatives, and most muscle relaxants must be reported. Drugs such as aspirin, cold medications, tylenol, birth control pills, and antihistamines, except those containing codeine need not be reported. In the event the employee is taking medications which require reporting, the YSU Police Department will attempt to verify the validity of this use through interviews and request the employee to provide a copy of the prescription.
- D. The employee will be allowed to select two of several containers to be used to hold the sample.
- E. The containers will be new and free of contaminants.
- F. The employee will deposit a minimum volume of urine (2 oz.) in each container and tightly cap it. An employee who is unable to

**APPENDIX I
SUMMARY OF HEALTH CARE COVERAGE (CONTINUED)**

	SuperMed Classic (Replaces Traditional)	SuperMed Select	Anthem HMP
Human Organ & Tissue Transplants	<p>Covered in Full</p> <p>\$10,000 max per organ for acquisition, preparation, transportation and storage</p> <p>\$10,000 max per organ for transportation of a Covered Person to the nearest Hospital or Skilled Nursing Facility</p> <p>\$1,000,000 Lifetime maximum</p>	Covered in Full	Covered in Full,
Medical Supplies, Equipment and Appliances	15% coinsurance after deductible	Covered in full	20% Coinsurance
Prescription Drugs (including oral contraceptives)			
Member Pharmacies	\$2/\$17/\$32 copayment per prescription; 34-day supply	\$2/\$17/\$32 copayment per prescription; 34-day supply	\$2/\$17/\$32 copayment per prescription; 30-day supply
Mail-order: 90-day supply	\$3/\$25/\$48 copayment per prescription	\$3/\$25/\$48 copayment per prescription	\$3/\$25/\$48 copayment per prescription**

**This benefit administered through Medical Mutual of Ohio

work a flexible schedule, as determined by the Chief of YSU Police.

- E. The Crime Prevention Officer will not be placed on the regular overtime roster provided in Article 15, but he/she will be subject to call out and/or hold-over in emergency situations provided in Article 15.7.
- F. The Crime Prevention Officer is not excluded from the Health and Safety provisions in Article 31.

4.4: Educational Increment: Each member of the bargaining unit who meets or has met specific standards of formal university or college training, shall receive an additional hourly pay increment as follows:

	<u>LEVEL OF EDUCATION</u>	<u>HOURLY PAY INCREMENT</u>
A.	Completion with grades of C or better of 16 semester hours.	20¢
B.	Completion of a one-year certificate in Private Security/Public Safety.	25¢
C.	Receipt of an associate degree for completion of an approved two-year program.	35¢
D.	Receipt of a baccalaureate degree for completion of an approved four-year program.	60¢

Within thirty days following ratification of this Agreement, the University will provide all members of the bargaining unit with a list of courses offered by the Criminal Justice Department of the University which qualify for the requirement stipulated in Section A above. Each member of the bargaining unit who believes he/she is entitled to an hourly pay increment under the provisions of this article shall provide the University with an official copy of his/her college or university transcript as a necessary precondition to receiving the stipulated pay increment. Correspondence courses, credit for life experience or professional experience, and credit by examination shall not qualify for the Educational Increment. A bargaining unit member who

has qualified or subsequently qualifies for more than one of the four levels of Educational Increment shall be paid only for the highest level achieved.

4.5: Shift differential: Each University Police Officer 1 and 2 (excluding Crime Prevention Officer) and University Dispatcher 1 and 2, who works the first or third shift will be paid a \$600 pay supplement for each annual bid schedule. The first shift would be considered the midnight shift and the third shift afternoons. Officers and dispatchers whose bid schedule includes a split shift will be paid shift differential on a pro-rata basis. Shift differential shall be prorated if an employee requests and is accommodated a schedule change or if the schedule change is made in accordance with Article 14.2 of this agreement. Shift differential shall not be prorated if the bargaining unit member is required to attend training. However, bargaining unit members receiving shift differential who are on leave status for greater than 20 (twenty) consecutive working days will not be paid the shift differential for the balance of the leave. Shift differential pay will be paid after six weeks upon completion of each bid schedule on a separate check.

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

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

APPENDIX I SUMMARY OF HEALTH CARE COVERAGE (CONTINUED)

	SuperMed Classic(Replaces Traditional)	SuperMed Select	Anthem HMP
Mental Health and Substance Abuse Limits and Maximums Apply			
Inpatient Care	<p>In-Network: 15% coinsurance after deductible</p> <p>Non-network: 25% coinsurance after deductible</p> <p>Limited to 31 days combined in or out of network</p>	<p>Covered in full</p> <p>Non-authorized services: 50%.</p> <p>Limited to 30 days combined in or out of network</p>	<p>Covered in full, limited to 30 days.</p> <p>Non-network: not covered.</p>
Outpatient Care	<p>In-Network: 15% coinsurance after deductible</p> <p>Non-network: 25% coinsurance after deductible</p> <p>Limited to 30 visits combined in or out of network</p>	<p>Covered in full</p> <p>Non-authorized services: 50%</p> <p>Limited to 30 visits combined in or out of network</p>	<p>Covered in full, limited to 50 visits.</p> <p>Non-network: not covered</p>
Inpatient & Out-patient Substance Abuse Programs	Inpatient Mental Health Care, Drug Abuse and Alcoholism limited to three admissions per lifetime.	Inpatient Drug Abuse and Alcoholism limited to three admissions per lifetime	Inpatient Substance Abuse Programs are limited to 30 day max. Inpatient days count against Mental Health Inpatient days. 2 per lifetime

APPENDIX I
SUMMARY OF HEALTH CARE COVERAGE (CONTINUED)

	SuperMed Classic (Replaces Traditional)	SuperMed Select	Anthem HMP
Hospice Services	In-Network - 15% Coinsurance after Deductible Non-Network - 25% Coinsurance after Deductible	Covered in Full Non Authorized Services - 50%	Covered in Full Non-Network - not covered
Emergency Care/Urgent Care			
Hospital Emergency Room			
Physician Services	In-Network: 15% coinsurance after deductible;	Covered in full	Covered in full
Facility Charges	Non-network: 25% coinsurance after deductible.	Covered in full	\$50 copayment
Urgent Care:	(This applies to both ER and UC charges.)		
Physician Services		Covered in full	Covered in full
Facility Charges		Covered in full	\$25 copayment
Ambulance Services	15% coinsurance, after deductible	Covered in full	Covered in full
Maternity Services	15% coinsurance, after deductible	Covered in full	Covered in full

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

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

4.8: Method of Payment: Bargaining unit members will be paid on alternate Fridays. Payment will be made by electronic transfer so that the money will be available in the bargaining unit member's account at the

beginning of the work day that Friday. If a pay day falls on a holiday, money will be available at the beginning of the first work day prior to the pay day.

ARTICLE 5 INSURANCE

5.1: Health Care Advisory Task Force: The University and the Union support the continuance of the University Health Care Advisory Task Force, consisting of at least two (2) representatives from the University and at least two (2) representatives from the Unions. The charge of the committee is to review and assess existing medical, dental, prescription drug, and life insurance benefits currently provided by the University and to explore viable options for maintaining benefits levels. During the term of this Agreement, the HCATF shall determine the impact of the Health Insurance Portability and Accountability Act of 1996 and review other health-related issues presented to the task force. The HCATF shall make annual reports to the University and the Union.

5.2: For the duration of this Agreement, members of the bargaining unit will have not less than three group health insurance plans from which to choose, with benefits under each plan equivalent to or better than those provided in the certificates that were in place as of January 1, 2002, except that the enhanced benefit levels attached hereto as Appendix I shall be provided. Members of the bargaining unit will annually have the right to enroll in one of the plans during the open enrollment period established by the University. The University will reimburse bargaining unit members enrolled in the SuperMed Classic plan (or subsequent comparable plan) for out-of-network charges incurred by the bargaining unit member or his/her covered dependents as a result of use of a non-network hospital.

Effective April 1, 2007 and for the duration of the Agreement, coordination of benefits, is required for employees whose spouse/domestic partner is employed full-time, defined as at least 32 hours per week and has access to health insurance. In such cases of coordination of benefits, the health insurance of the spouse/domestic partner shall be the primary insurance for the spouse/domestic partner, with the University insurance as secondary coverage. There will be a surcharge of \$100 a month for employees whose eligible spouse/domestic partner chose not to avail themselves of at least single coverage from their employer. If the spouse chooses to take his/her employer's coverage, the spouse does not pay the \$100 to the University and the University's plan will supplement the spouse's employer's plan to ensure

APPENDIX I SUMMARY OF HEALTH CARE COVERAGE (CONTINUED)

	SuperMed Classic (Replaces Traditional)	SuperMed Select	Anthem HMP
Inpatient Services	In-Network-15% Coinsurance, after Deductible Non-Network-25% Coinsurance, after Deductible	Covered in Full Non Authorized Services - 20% copayment	Covered in Full Non-Network - not covered
Outpatient Facility Services	In-Network - 15% Coinsurance, after Deductible Non-Network - 25% Coinsurance, after Deductible	Covered in Full Non Authorized Services - 20%	Covered in Full Non-Network - not covered
Inpatient & Outpatient Professional/ Ancillary Charges	In-Network: 15% Coinsurance after Deductible	Covered in full	Covered in full
Inpatient & Outpatient Physician Services		Non-Authorized Services: 50%	Non-network: Not covered
Home Care Services	In-Network - 15% Coinsurance after Deductible Non-Network - 25% Coinsurance after Deductible	Covered in Full Non Authorized Services - 50%	Covered in Full Non-Network - not covered

APPENDIX I
SUMMARY OF HEALTH CARE COVERAGE (CONTINUED)

	SuperMed Classic (Replaces Traditional)	SuperMed Select	Anthem HMP
Physical Rehabilitation Physical and Occupational *	15% Coinsurance after Deductible	Covered in full	Covered in full, 60 visit maximum
Spinal Manipulation *	15% Coinsurance after Deductible	Covered in full	Covered in full, 12 visit maximum
	25 visit maximum combined for Physical/Occupati onal Therapy and Spinal Manipulation	25 visit maximum combined for Physical/Occupati onal Therapy and Spinal Manipulation	
Speech Therapy	15 Visit Maximum, 15% Coinsurance, after Deductible	Covered in full, 15 visit maximum	Covered in full, 20 Visit maximum
Cardiac Rehabilitation	15% Coinsurance, after Deductible	Covered in full	Covered in full

that the spouse will continue to enjoy the same benefit levels as under the YSU plan at no additional cost to the employee beyond the premium paid to the spouse/domestic partner's employer.

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

Effective January 1, 2007, the University will offer a plan with equal to or greater coverage as the SuperMed Classic plan in effect December 31, 2006; a plan with equal to or greater coverage as the SuperMed Select plan in effect December 31, 2006; and a plan with equal to or greater coverage as the Anthem plan in effect December 31, 2006.

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

5.2a: Premium Sharing: Effective April 1, 2007 and for the duration of the Agreement, eligible members of the bargaining unit who choose to enroll in one of the health insurance plans offered by the University will contribute 1.5% of their base rate of pay, inclusive of longevity, for a family plan or .75% of their base rate of pay, inclusive of longevity, for a single plan as health insurance premium sharing.

5.2b: Office visit co-pay: Effective January 1, 2007 and for the duration of the Agreement, the co-pay for office visits which were \$5.00 under the SuperMed Classic and Select plans will increase to \$10.00 per visit. Office visits exempt from co-pay under those plans will remain exempt for the duration of the Agreement. Effective January 1, 2006 and for the duration of the Agreement, the co-pay for office visits under Anthem Plan will be \$10.00 per visit except for office visits which were exempt under the SuperMed Classic and Select plans, which will remain exempt for the duration of the Agreement.

5.3: Prescription Coverage: Effective January 1, 2007, the University will maintain a prescription drug program, subject to the following:

- (a) For generic drugs, the employee co-payment shall be the full cost or \$2.00, whichever is less for up to a 30 day

supply; and shall be the full cost or \$3, whichever is less, for a mail-in 90 day supply; and

- (b) For brand-named formulary drugs, the employee co-payment shall be the full cost or \$17, whichever is less for up to a 30 day supply; and shall be the full cost or \$25 for a mail-in 90 day supply; and
- (c) For brand-named non-formulary drugs, the employee co-payment shall be the full cost or \$32, whichever is less, for up to a 30 day supply; and the full cost or \$48, whichever is less, for a mail-in 90 day supply.
- (d) The maximum annual out of pocket expenses for prescriptions shall be \$750 for single employees, and \$1,500 for families. The employee is responsible for maintaining receipts and, after reaching the maxima, submit them as documentation to Human Resources on a quarterly basis to receive reimbursement.
- (e) Single filling of prescriptions when purchased at local retail stores shall be limited to the time period specified in Appendix I for each plan. Under the SuperMed Classic, SuperMed Select, and Anthem HMP plans, a 90 day supply for maintenance medications may be purchased by mail through the University's provider.

5.4: Section 125 Benefits: An Internal Revenue Code (IRC) Section 125 benefit plan is available to bargaining unit members. Eligibility for and use of this program shall be governed by IRC Section 125. There shall be no initiation or sign-up fees for employees selecting this benefit. Employee contributions under this plan will be made by payroll deduction. Monthly administrative charges for the Third Party Administrator (TPA) of the program shall also be paid by payroll deduction and shall not increase for the duration of this Agreement. Enrollment in IRC Section 125 plans requires participation from January 1 to December 31 of any year.

5.5: Catastrophe Benefits: Any member of the bargaining unit who is injured effecting an arrest or by gunshot, knife wound, severe beating, vehicular assault, or vehicular accident in pursuit of a suspect, and as a result is unable to perform his/her duties for a period of two months or longer, shall receive a lump sum payment of six thousand dollars (\$6,000). If a

APPENDIX I SUMMARY OF HEALTH CARE COVERAGE (CONTINUED)

	SuperMed Classic (Replaces Traditional)	SuperMed Select	Anthem HMP
Preventive Care			
Mammographies and Pelvic Exams, PAP Testing, and PSA Test	For each Covered Person, 100% of UCR, not subject to Deductible and Coinsurance	Covered in Full	Covered in Full
Immunizations, Annual Diabetic Eye Exam, and Routine Physical Exams	For each Covered Person, first \$300 covered at 100%, then subject to Deductible and Coinsurance	Covered in Full	Covered in Full
Routine Colonoscopy	Covered in Full	Covered in Full	Covered in Full
Vision & Hearing Exams	Refer to benefit certificate for vision plan.	Refer to benefit certificate for vision plan.	Covered in Full

**APPENDIX I
SUMMARY OF HEALTH CARE COVERAGE (CONTINUED)**

	SuperMed Classic (Replaces Traditional)	SuperMed Select	Anthem HMP
Benefit Period	Calendar Year	Calendar Year	Calendar Year
Pre-existing Period	No Waiting Period	No Waiting Period	No Waiting Period
Lifetime Maximum	\$2,000,000	\$2,500,000	Unlimited
Physician Office Services Office Visits	\$10 Copayment *	\$10 Copayment *	\$10 Copayment *
Office Surgeries	15% of Coinsurance	\$10 Copayment *	\$10 Copayment *
Preconception Care/Education	15% of Coinsurance	\$10 Copayment *	\$10 Copayment *
Allergy – Testing and Treatment Serum & Injections	15% of Coinsurance	100% of UCR for injections	\$10 Copayment *

* \$10 copayment if seen by a physician.

bargaining unit member dies from injuries from said incident within ninety (90) days, a payment of six thousand dollars (\$6,000) shall be made to the estate of the bargaining unit member. These provisions are subject to the following exceptions and limitations:

- A. This provision shall not apply to any incident involving any gunshot, knife wound or vehicular assault or accident that is self-inflicted.
- B. Any injured bargaining unit member is subject to the physical examination provided for in Article 21.9.
- C. Only one payment of six thousand dollars (\$6,000) will be paid for each incident.
- D. This benefit for effecting an arrest, severe beating, vehicular assault or vehicular accident shall apply only in cases in which the employee is hospitalized for forty-eight (48) hours or longer as a result of the incident.

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

5.6: Comprehensive Medical and Dental: Coverage for comprehensive medical and dental is outlined in Appendix I of this Agreement or in the subscriber certificate issued by Medical Mutual or Anthem Blue Cross/Blue Shield of Ohio.

5.7: Life Insurance: Subject to Section 5.6, the University will provide at no cost to the bargaining unit member, term life insurance in an amount equal to two and one half (2 1/2) times the bargaining unit member's annual salary (hourly rate X 2080), subject to a cap of one hundred fifty thousand dollars (\$150,000).

5.8: Life Insurance: When a bargaining unit member attains age sixty (60), the amount of group term life insurance will be sixty-five percent (65%) of the amount determined pursuant to Section 5.5. Said amount shall be reduced by five percent (5%) decrements at each succeeding age, subject to a

minimum amount of insurance equal to the bargaining unit member's current annual salary.

5.9: Prescription: The University will maintain a prescription drug program.

5.10: Retiree Life Insurance: Bargaining unit members who retire with ten (10) or more years of University service may maintain group term life insurance equal to the amount of insurance in effect as of the date of their retirement [rounded to the nearest multiple of one thousand dollars (\$1,000)] to a maximum of fifty thousand (\$50,000) by paying the University the cost of the insurance established by the carrier for persons in the retiree's age bracket. The rates paid by the retiree shall be actual rates by age group established by the carrier. Such policy for a retiree will not include accidental death and dismemberment insurance.

5.11: Pre-Admission Certification/Concurrent Review: In order to assist bargaining unit members in the avoidance of medically unnecessary hospitalization, the University shall maintain a program of Pre-Admission Certification/Concurrent Review, to be administered by the insurance company. Room and board costs for periods of hospitalization which do not conform to the insurance company standards of Pre-Admission Certification/Concurrent Review shall be covered at fifty percent (50%) of the regular coverage.

5.12: Long-Term Disability Benefit Policy: For the duration of this Agreement, the University will provide a group long-term disability benefit plan to members of the bargaining unit who have not yet qualified for such coverage under PERS or a comparable state retirement fund, with coverage for such bargaining unit member to continue only until he/she becomes eligible for disability benefits under such state fund.

5.13: The bargaining member will be notified of his/her retirement benefits once the member notifies the University of his/her retirement date.

ARTICLE 6 GRIEVANCE PROCEDURE

6.1: Definition: The purpose of this Article is to set forth a prompt and equitable method for resolving disputes between the parties during the term of this Agreement. Under this Article, a member(s) of the bargaining unit or

APPENDIX I SUMMARY OF HEALTH CARE COVERAGE

	SuperMed Classic (Replaces Traditional) †	SuperMed Select	Anthem HMP
Network	Hospital only	SuperMed Select PCP	Hospital & Physician Select a Primary Care Physician (PCP)
Dependent Age	The end of the year of the 25th birthday	The end of the year of the 25th birthday	The end of the year of the 25th birthday
Deductible	\$200/\$400	\$100/\$300 for Non-Authorized Services	N/A
Coinsurance Limits	In-Network - 15% Coinsurance until \$225/\$450 Non-Network- 25% Coinsurance until \$725/\$950	\$1,200/\$2,400 for Non-Authorized Services	N/A
Annual Out-of-Pocket Maximum (including Deductible). Office Visit Copays Do Not Count Toward Annual Maximum	In-Network \$425/\$850 Non-Network \$925/\$1,350	N/A \$1,300/\$2,700 for Non-Authorized Services	\$3,000/\$6,000

† The University will reimburse bargaining unit members enrolled in the SuperMed Classic plan (or subsequent comparable plans) for out-of-network charges incurred by the bargaining unit member or his/her covered dependents as a result of use of a non-network hospital. (Article 5)

APPENDIX H
CONFIDENTIAL

SCREENING EXAMINATION FORM

TO THE PHYSICIAN:

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

NAME _____ DATE _____

AGE _____ SEX _____ HEIGHT _____ WEIGHT _____

TOTAL CHOLESTEROL _____ HDL _____ LDL _____

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

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

MODE OF TESTING _____ DATE OF TEST _____

MAXIMUM WORKLOAD ATTAINED (METS, KGM, SPD, GRADE) _____

RESTING HEART RATE _____ MAXIMUM HEART RATE ATTAINED _____

RESTING BLOOD PRESSURE _____ MAXIMUM BLOOD PRESSURE _____

RESTING AND EXERCISE ELECTROCARDIOGRAM INTERPRETATION

(Please attach copy)

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

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

Date _____ Signature _____

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

the F.O.P. may file a grievance in which he/she claims there has been a violation of this Agreement. Nothing in this Article is intended to discourage or prohibit informal discussion of a dispute prior to the filing of a formal grievance.

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

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

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

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

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

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

6.8: Step 3: Within ten (10) days following receipt of an appeal from Step 2, the Executive Director of Human Resources or his/her designee shall either hold a grievance hearing or complete and distribute a Grievance Disposition Form, in the latter case, providing the original to the grievant and a copy to the F.O.P. If the Executive Director of Human Resources holds a grievance hearing, he/she shall complete and distribute a Grievance Disposition Form within ten (10) days following the hearing. A hearing is required if the grievance originates at Step 3.

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

duty ammunition for his/her weapon. Including duty ammunition for up to two (2) speed loaders, speed strips or magazines.

9. If an officer fails to qualify with his/her duty weapon, he/she will be given two (2) hours of instruction and be given a second opportunity to fire for qualification within ten (10) working days following the first test for qualification. If the officer fails to qualify the second time, he/she will receive an additional two (2) hours of instruction, and will be given a third opportunity to fire for qualification within ten (10) working days on duty following his/her second firing for qualification.

B. Training:

1. The University will make available adequate firing range facilities for training purposes at least twice a month. The date(s) and location(s) of these facilities will be announced following consultation with the F.O.P. The use of the Beeghly firing range will be used when at all possible before using firing ranges off campus.

2. For training purposes, the University will make available to each officer sixty (60) rounds of ammunition of duty weapon for use in the designated training facility twice each month. If reloads are made available, they will be of similar load to duty ammunition. In addition, each officer will be provided with a target for training purposes.

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

APPENDIX G
STANDARDS OF PROFICIENCY

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

Armed officers who are members of the YSU-F.O.P. bargaining unit shall meet and maintain the following standards of proficiency with firearms, in accordance with the provisions of Article 18 of the 2006-2009 Agreement.

A. General Provisions:

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

following the timely hand-delivering of the grievant's appeal to Step 4 to the office of the Executive Director of Human Resources.

6.10: Within ten (10) days after giving written notice that it supports the arbitration, the F.O.P. must request from the Federal Mediation and Conciliation Service a panel of seven (7) arbitrators from within a 300 mile radius of Youngstown, Ohio. If the parties are unable to agree upon which of those seven nominees shall serve as an arbitrator, then the arbitrator will be chosen by each party alternately striking names, beginning with the moving party, and the name remaining shall be the arbitrator. Either party shall have the option to completely reject one (1) panel of arbitrators provided by the FMCS and request another list. The hearing shall be conducted in accordance with the rules and regulations of the FMCS.

6.11: Arbitrability: The following matters are not arbitrable: the removal of a probationary employee, alleged violations of Article 12.1 ("Non-Discrimination"), any matter subject to the jurisdiction of the Ohio State Personnel Board of Review, and any matter not directly relating to the meaning and application of the terms of this Agreement. If there is a question concerning arbitrability, either party may request that the arbitrator rule on the arbitrability of the grievance. If the arbitrator finds the grievance to be arbitrable, he/she shall proceed to hold a hearing on the merits of the grievance.

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

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

6.14: A bargaining unit member requested to appear at an arbitration hearing by either party shall attend. If this occurs during his/her regularly scheduled shift, he/she shall be paid at the regular rate. Any request for the attendance of witnesses shall be made in good faith, and at no time shall more than five (5) bargaining unit members be present on behalf of and/or at the request of the F.O.P.

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

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

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

ARTICLE 7

UNIVERSITY/F.O.P. RELATIONS AND RESPONSIBILITIES

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

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

APPENDIX F

YOUNGSTOWN STATE UNIVERSITY UNIVERSITY POLICE OFFICER PERFORMANCE EVALUATION

NAME OF EMPLOYEE:		TYPE OF EVALUATION	
CLASSIFICATION:		Probationary <input type="checkbox"/> Midpoint <input type="checkbox"/> Final <input type="checkbox"/> Annual <input type="checkbox"/>	
CATEGORIES		RATING	POINTS
1. (A) Firearms Proficiency (B) Certification by the Ohio Peace Officers Council		PASS/FAIL YES/NO	
2. Knowledge of law enforcement laws and procedures		0 1 2 3 4 5 6	
3. Knowledge of communication procedures (i.e., radio, telephone, Leads, Kiddle Card, etc.)		0 1 2 3 4 5 6	
4. Preparation of reports (i.e., written reports, communication logs, etc.)		0 1 2 3 4 5 6	
5. Appearance		0 1 2 3 4 5 6	
6. Attitude/Personality		0 1 2 3 4 5 6	
7. Dependability		0 1 2 3 4 5 6	
8. Initiative		0 1 2 3 4 5 6	
9. Cooperation with Supervisor		0 1 2 3 4 5 6	
10. Judgment		0 1 2 3 4 5 6	
11. Public Relations		0 1 2 3 4 5 6	
TOTAL POINTS:			
Ratings Legend: 0 - Poor 1 - Needs Improvement 2 - Adequate 3 - Average 4 - Good 5 - Very Good 6 - Excellent		Overall Evaluation: 0 - 8 points: Poor 9 - 16 points: Needs Improvement 17 - 24 points: Adequate 25 - 33 points: Average 34 - 42 points: Good 43 - 51 points: Very Good 52 - 60 points: Excellent	
Evaluator's Comments:			
		Signature	Date
Director of YSU Police Comments:			
		Signature	Date
Employee's Comments:			
		Signature	Date
Human Resources Action:			
		Signature	Date

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APPENDIX F

YOUNGSTOWN STATE UNIVERSITY UNIVERSITY DISPATCHER PERFORMANCE EVALUATION

NAME OF EMPLOYEE:		TYPE OF EVALUATION	
CLASSIFICATION:		Probationary <input type="checkbox"/> Midpoint <input type="checkbox"/> Final <input type="checkbox"/> Annual <input type="checkbox"/>	
CATEGORIES	RATING	POINTS	
1. Knowledge of law enforcement laws and procedures	0 1 2 3 4 5 6		
2. Knowledge of communication procedures (i.e., radio, telephone, Leads, Kiddle Card, etc.)	0 1 2 3 4 5 6		
3. Preparation of reports (i.e., written reports, communication logs, etc.)	0 1 2 3 4 5 6		
4. Appearance	0 1 2 3 4 5 6		
5. Attitude/Personality	0 1 2 3 4 5 6		
6. Dependability	0 1 2 3 4 5 6		
7. Initiative	0 1 2 3 4 5 6		
8. Cooperation with Supervisor	0 1 2 3 4 5 6		
9. Judgment	0 1 2 3 4 5 6		
10. Public Relations	0 1 2 3 4 5 6		
TOTAL POINTS:			
Ratings Legend: 0 - Poor 1 - Needs Improvement 2 - Adequate 3 - Average 4 - Good 5 - Very Good 6 - Excellent	Overall Evaluation: 0 - 8 points: Poor 09 - 16 points: Needs Improvement 17 - 24 points: Adequate 25 - 33 points: Average 34 - 42 points: Good 43 - 51 points: Very Good 52 - 60 points: Excellent		
Evaluator's Comments: <div style="text-align: right;"> _____ Signature Date </div>			
Director of YSU Police Comments: <div style="text-align: right;"> _____ Signature Date </div>			
Employee's Comments: <div style="text-align: right;"> _____ Signature Date </div>			
Human Resources Action: <div style="text-align: right;"> _____ Signature Date </div>			

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

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

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

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

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

**ARTICLE 8
RETAINED RIGHTS**

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

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

**APPENDIX E
GRIEVANCE FORM**

GRIEVANCE FORM

Date Filed _____

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

Name of Grievant: _____

Home Address: _____

Date Cause of Grievance Occurred: _____

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

Section of Agreement Alleged to Have Been Violated:

Remedy Sought:

(Grievant's Signature) (Date)

cc: Grievant	Executive Director of Human Resources
F.O.P.	Director of Classified Staff Relations
Vice President for Administration	Chief of YSU Police

APPENDIX D
PAY SCHEDULE FOR UNIVERSITY POLICE OFFICER 2

Effective April 1, 2006

Step	1	2	3	4	5	6	7	8
	17.69	18.24	18.83	19.45	20.09	20.84	21.63	22.62

Effective April 1, 2007

Step	1	2	3	4	5	6	7	8
	18.22	18.79	19.39	20.03	20.69	21.47	22.28	23.30

Effective April 1, 2008

Step	1	2	3	4	5	6	7	8
	18.81	19.40	20.02	20.68	21.36	22.17	23.00	24.06

- I. Effectively manage the work force;
- J. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 9
F.O.P. RIGHTS

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

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

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

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

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

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

Human Resources Web site. The F.O.P. may purchase additional copies at the University's cost of production.

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

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

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

APPENDIX C

PAY SCHEDULE FOR UNIVERSITY POLICE OFFICER 1

Effective April 1, 2006

Step	1	2	3	4	5	6	7	8
	16.56	17.12	17.69	18.26	18.86	19.50	20.17	20.88

Effective April 1, 2007

Step	1	2	3	4	5	6	7	8
	17.06	17.63	18.22	18.81	19.43	20.09	20.78	21.51

Effective April 1, 2008

Step	1	2	3	4	5	6	7	8
	17.61	18.20	18.81	19.42	20.06	20.74	21.46	22.21

APPENDIX B
PAY SCHEDULE FOR UNIVERSITY DISPATCHER 2

Effective April 1, 2006

Step	1	2	3	4	5	6	7
	16.30	16.73	17.16	17.69	18.24	18.85	19.57

Effective April 1, 2007

Step	1	2	3	4	5	6	7
	16.79	17.23	17.67	18.22	18.79	19.42	20.16

Effective April 1, 2008

Step	1	2	3	4	5	6	7
	17.34	17.79	18.24	18.81	19.40	20.05	20.82

ARTICLE 10
DUES DEDUCTION

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

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

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

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

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

ARTICLE 11
FAIR SHARE FEE

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

fair share fee, which shall not exceed the amount of regular membership dues then currently being paid by members of the F.O.P.

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

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

ARTICLE 12 NON-DISCRIMINATION

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

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

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

APPENDIX A PAY SCHEDULE FOR UNIVERSITY DISPATCHER 1

Effective April 1, 2006

Step	1	2	3	4	5	6
	15.08	15.46	15.91	16.48	17.05	17.67

Effective April 1, 2007

Step	1	2	3	4	5	6
	15.53	15.92	16.39	16.97	17.56	18.20

Effective April 1, 2008

Step	1	2	3	4	5	6
	16.03	16.44	16.92	17.52	18.13	18.79

bargaining unit shall serve a six-month probationary period; if their performance is deemed unsatisfactory in the position to which they have been promoted, they will be reinstated to the position from which they were promoted, rather than being separated. Upon successful completion of the probationary period, employees who have been promoted will advance one (1) pay step in accordance with the provision of Article 4 ("Pay").

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

ARTICLE 13 HEADINGS

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

ARTICLE 14 WORK SCHEDULES

14.1: Each member of the bargaining unit shall be afforded the opportunity to bid on a work schedule by departmental seniority by classification. The work schedule shall consist of eight (8) consecutive hours a day and forty (40) hours a week, consisting of five (5) consecutive eight-hour days. The actual bidding process is outlined in Article 14.3.

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

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

- A. Each job classification shall have separate bidding.
- B. Department seniority by classification will determine the sequence of who bids first, second, third, etc. The member who has the greatest classification seniority will have the first bid, the member who has the 2nd greatest classification seniority will bid 2nd, etc. This procedure will prevail down to the bargaining unit member with the least amount of classification seniority who will have the final bid.
- C. The "Bid Sheet" will be posted on the F.O.P. bulletin board a minimum of four (4) weeks prior to taking effect. Within one

(1) week, each member will sign the sheet promptly next to the open slot he/she wishes to work.

D. Employees will bid work schedules once per year in conjunction with the spring semester. The work schedule shall take effect on the first Sunday of the first week of the spring semester.

E. The "Bid Sheet" shall state the effective dates (Starting/Ending) Shift & Hours, Days Off. Each member shall receive a copy of the entire work schedule after it has been completed.

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

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

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

14.7: Employees who are late for work shall be docked no more than the time of tardiness. If an employee is occasionally tardy for work for a period

more than two remissions per calendar year. Application shall be made in advance of enrollment on a form provided by University Outreach and in accordance with deadlines established by University Outreach. Charges for materials, facilities, texts, and consumable or other non-instructional items are the responsibility of the enrollee and shall be payable at the time of registration. If an eligible individual enrolls in a non-credit course which is subsequently canceled due to insufficient enrollment or other reasons, such cancellation shall not affect the number of fee remissions the individual is entitled to receive in a given calendar year. Final and binding determination of the required enrollment level in any given course rests with the University.

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

ARTICLE 33 PROBATION AND PROMOTION

33.1: Probationary Periods: Each employee appointed to a position in the bargaining unit shall serve a probationary period. For University Police Officer 1, University Police Officer 2, and University Criminal Investigator, the probationary period shall be one (1) year excluding periods of sick leave of twenty (20) sick leave days or longer, or leave without pay of more than one (1) week. For University Dispatcher 1 and University Dispatcher 2, the probationary period shall be six (6) months in addition to the time in training for the certification by the Ohio Peace Officers Training Council. Each probationary employee shall be evaluated in accordance with the provisions of Article 17 ("Evaluations") and upon successful completion of the probationary period shall advance one pay step in accordance with the provisions of Article 4 ("Pay"). If the performance of a probationary employee is deemed unsatisfactory, his/her employment at the University or in the YSU Police Department may be terminated with two (2) weeks notice during the probationary period. In lieu of the two-week notice, the University may pay the individual for eighty (80) hours at his/ her hourly rate of pay. A probationary employee who is separated from employment will be given a written statement of reasons for his/her separation. Separation of a probationary employee may not be advanced to arbitration under the provisions of Article 6 ("Grievance Procedure"). Members of the bargaining unit who are promoted from one classification to another within the

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

ARTICLE 32 INSTRUCTIONAL FEE REMISSION

32.1: Dependent children and spouses of bargaining unit members shall be granted remission for instructional fees at YSU, including out-of-state instructional fees where applicable. "Dependent children" are children who qualify as exemptions as defined by the Internal Revenue Service. Dependent children shall be eligible for remission to the end of the academic year of age twenty-five (25). Bargaining unit members shall receive remission of instructional and general fees at YSU, including out-of-state fees where applicable, for up to eighteen (18) semester hours per academic year and six (6) semester hours each summer term. Remission of the general fee shall be granted to members of the bargaining unit only. Bargaining unit members who retire during the term of this Agreement shall continue to be eligible for the fee remission described above, and their dependents shall continue to be eligible for fee remission for dependents, as described above, to include remission of instructional and general fees. The dependents of any bargaining unit member who dies during the term of this Agreement shall continue to be eligible for fee remission as described above, to include remission of instructional and general fees, until dependent children reach the end of the academic year of age twenty-five (25) and as long as the surviving spouse remains unmarried.

32.2: Continuing Education Fee Remission: Each member of the bargaining unit shall be entitled to instructional fee remission twice per calendar year for non-credit courses offered through the Continuing Education department of University Outreach. Further, the bargaining unit member's spouse and dependent children shall each be entitled to instructional fee remission once per calendar year for such non-credit courses, provided that there is an enrollment slot available above and beyond the enrollment level required to fund the course. No employee may receive

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

14.8: No bargaining unit member shall work continuously for more than sixteen (16) hours, except when an emergency has been declared, as provided in Article 15.7.

ARTICLE 15 OVERTIME

15.1: Employees who are in active pay status for more than forty (40) hours in a given week, at the direction of the University, shall be paid overtime at one and one-half (1.5) times regular pay or, at the discretion of the employee, receive compensatory time off at the rate of one and one-half (1.5) hours for each hour of overtime worked. "Week" means the 168-hour period from 12:01 a.m. on Sunday through midnight at the end of the following Saturday. Compensatory time off must be taken at a time mutually convenient to the individual and the University, but not later than one hundred eighty (180) days after it is earned or August 31 of the year in which the overtime is worked, whichever is earlier. Compensatory time not taken in accordance with the preceding sentence will be paid off at the bargaining unit member's current rate of pay. A bargaining unit member may not exceed a 480-hour compensatory time balance. If a 480-hour balance exists, the employee will automatically be given pay for any overtime worked.

15.2: An overtime opportunity exists when the University needs the services of one (1) or more members of the bargaining unit for more than forty (40) hours of work or active pay status in a given week. The University will rotate overtime opportunities among members of the bargaining unit who regularly perform the duties to be performed on an overtime basis. The University will maintain a roster of overtime assignments to members of the bargaining unit, and will post the roster in the YSU Police office. Overtime shall be offered to the bargaining unit member in the job classification needed who has the least aggregate overtime credit for overtime worked or refused; provided, the University shall have the right in unusual

circumstances to assign overtime outside the ordinary rotation. The University will make every effort to schedule at least one full-time bargaining unit member to overtime details that require more than one police officer. The University reserves the right, however, to schedule overtime in view of the needs of the event and the resources available to the group associated with a particular event.

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

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

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

protective equipment and the mandatory attendance of training seminars. It is understood that all mandatory training will be offered in accordance with Section 21.16 of this Agreement. It is further recognized that any violation of University safety policies by bargaining unit members may result in disciplinary action by the University.

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

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

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

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

members who are in breach of this Section, provided that the F.O.P. meets all of its obligations under this Article.

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

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

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

ARTICLE 30 CONTRACTING

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

ARTICLE 31 HEALTH AND SAFETY

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

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

15.5: In the event of an unscheduled absence in the classification of Dispatcher 1 or Dispatcher 2, the University will offer this overtime opportunity to all full-time dispatchers in accordance with the aggregate overtime roster. Unscheduled absences include, but are not necessarily limited to, emergency compensatory time, vacation or LOA, and single day sick leave absences. This does not include scheduled vacations, compensatory time, extended sick leave, or other leaves. If a suitable replacement cannot be obtained, the Chief of the YSU Police Department or his designee may exercise the option under Article 15.7 of this Agreement.

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

15.7: An emergency exists when the Chief of YSU Police, President, or his/her designee, determine current or potential conditions on the YSU campus warrant the immediate call out or hold over of bargaining unit members is necessary for the health or safety of the University community. If an emergency occurs which results in the University having to assign

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

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

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

15.10: A bargaining unit member required to work continuously for more than sixteen (16) hours in accordance with Articles 14.8 and 15.7 shall be paid at two and one-half (2.5) times regular pay for each hour exceeding sixteen (16) hours.

ARTICLE 16 HOLIDAYS

16.1: The University shall observe those legal holidays established by the State of Ohio or the Government of the United States. Those holidays as of April 1, 1990 are: the first day in January, the third Monday in January, the third Monday in February, the last Monday in May, the fourth day of July, the first Monday in September, the second Monday in October, the eleventh day of November, the fourth Thursday in November, and the twenty-fifth day of December.

will be compensated with a minimum of four (4) hours of compensatory time or time and one half whichever is greater.

ARTICLE 28 SEPARABILITY

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

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

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

ARTICLE 29 NO STRIKE/NO LOCKOUT

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

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

ARTICLE 27 MISCELLANEOUS

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

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

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

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

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

27.6: Honor Guard: If the Chief of the YSU Police Department authorizes the use of the department honor guard at any function, the officer

16.2: For purposes of pay, holidays shall be those days enumerated in Article 16.1 above, regardless of whether the University formally observes the holiday on that day or on another day. If an employee is not scheduled to work on a holiday, and has forty (40) hours in active pay status during the week in which the holiday falls, he/she shall be paid twelve (12) times his/her hourly rate of pay for the holiday on which he/she did not work. However, at the employee's option he/she may request the hours earned be added to the employee's total hours of Compensatory Time instead of receiving pay. The method used to determine which bargaining unit members work a holiday will be determined by the classification seniority of the persons normally scheduled to work each shift that holiday. The hours worked on a holiday will not be considered overtime and subsequently not be added to a bargaining unit member's total aggregate hours.

16.3: A member of the bargaining unit who is required to be on duty on a holiday observed by the University, as defined in Article 16.1, shall be paid an additional one and one-half (1.5) times his/her hourly rate of pay if the duty falls within his/her regular forty (40) hour work week. An employee who is scheduled to work on a holiday and reports off sick will be paid eight (8) hours at his/her regular rate of pay. The individual will not be charged sick leave.

ARTICLE 17 EVALUATIONS

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

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

17.3: The employee shall sign the evaluation form. The employee's signature shall certify that he/she has reviewed the evaluation, but will not

necessarily indicate agreement with it. The University will provide the employee with a copy of the evaluation at the time it is inserted in the official personnel file.

17.4: An employee who believes that the procedural requirements of this Article have not been met, or who believes that the information upon which an evaluation was based was improper (i.e., erroneous, incomplete, untimely, or irrelevant), may file a grievance under the provisions of Article 6 ("Grievance Procedure"). If the adjustment of the grievance includes a determination that the evaluation was procedurally flawed or based upon improper information, the University will nullify the evaluation and direct that it be redone. If an employee disagrees with the judgment of the evaluator, the employee may 1) so note on the evaluation form; 2) so note, with comments in the "Employee's Comments" section of the form; and/or 3) forward to the Executive Director of Human Resources or his/her designee within thirty (30) days following the insertion of the evaluation into the personnel file, a written statement expressing disagreement with the evaluation. Comments forwarded to the Executive Director of Human Resources or his/her designee under this provision will be appended to the evaluation form in the personnel file.

ARTICLE 18 STANDARDS OF PROFICIENCY

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

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

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

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

more years of University service may maintain group term life insurance equal to the amount of insurance in effect as of the date of their retirement [rounded to the nearest multiple of one thousand dollars (\$1,000)] to a maximum of fifty thousand dollars (\$50,000) by paying the University the cost of the insurance established by the carrier for persons in the retiree's age bracket.

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

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

26.5: The University shall allow officers who retire to purchase the issued service weapon for \$1.00 upon retirement.

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

25.3: An employee on disability separation shall retain for thirty-six (36) months the right to reinstatement to employment at the University in the classification he/she held at the time of separation, providing he/she is able to perform the duties of the position. If the individual is able to return to work and the University no longer has a position in the classification in which the individual served at the time of his/her separation, the University will reinstate the individual in a similar position, if one is available, in a classification for which the individual meets the established qualifications, and provided such reinstatement does not conflict with the provisions of any collective bargaining agreement entered into by the University.

25.4: Requests for reinstatement from disability separation shall be submitted in writing to the office of Human Resources no later than thirty-six (36) months from the effective date of the disability separation. The University will arrange for its designated physician to examine the employee to determine if the employee is medically capable of performing all the duties of the employee's position. The cost of the examination shall be paid by the University. The University will consider any medical information provided by the employee's physician, provided the employee has taken any action required to release or provide such information.

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

ARTICLE 26 RETIREMENT

26.1: 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/she reaches the age of 70.

26.2: A bargaining unit member who retires shall be entitled for an unlimited period of time, on the same basis as bargaining unit members, to use of the library, Bookstore discount, tickets for University functions, use of Beeghly Center and other recreational facilities. Retired bargaining unit members will be eligible to purchase a faculty/staff parking permit annually for one-fourth the annual parking fee established by the University. Retirees, their spouses and dependent children until they reach the end of the academic year of age twenty-five (25) shall be eligible for remission of all instructional fees and general fees. (See Article 32). Retirees who retire with ten (10) or

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

ARTICLE 19 PERSONNEL FILES

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

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

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

19.4: The University shall promptly review requests received under the provisions of Article 19.3. If the University concludes that the material is inappropriate for retention in the employee's personnel file, the material shall be removed and the employee so informed. If the University concludes that the material is appropriate for retention in the file, the University shall so

inform the employee; in this event the employee shall have the right to submit a written statement noting his/her objections to the material in question, and the Executive Director of Human Resources or his/her designee shall attach the employee's statement to the material objected to and shall include a note in the personnel file indicating that any person reviewing the original material should also review the employee's objections to the material.

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

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

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

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

ARTICLE 20 VACATION

20.1: Each member of the bargaining unit earns annual vacation leave according to his/her number of years of service with the University or with any of the State of Ohio's political subdivisions as follows:

<u>YEARS OF SERVICE</u>	<u>ANNUAL ACCRUAL</u>
A. Less than 1	None
B. 1 but less than 7	10 days
C. 7 but less than 13	15 days
D. 13 but less than 22	20 days

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

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

24.7: The office of Human Resources will prepare and have available for inspection a list of laid-off employees who are available for recall in each classification involving layoffs. The list will be arranged in descending order with the laid-off employee with the earliest date of full-time appointment beginning the list. Employees will be recalled in a descending order from the list beginning with the employee with the earliest date of full-time appointment. The list for each laid-off classification shall be active for thirty-six (36) months.

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

ARTICLE 25 SEPARATION

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

25.2: Disability Separation: If, in the judgment of the employee's physician, or a physician designated by the University, a non-probationary employee is physically or mentally incapable of performing all the duties of his/her position, and if there is no medical evidence that the disability will last less than one year from the date of the employee's last day on active pay status, the employee will be given a disability separation.

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

ARTICLE 24 LAYOFF AND RECALL

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

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

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

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

E. 22 but less than 25	25 days
F. 25 or more	30 days

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

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

20.3: Employees going on vacation should submit a signed "Request for Leave" form two (2) weeks prior to the beginning of the vacation period. When a bargaining unit member is requesting vacation not previously approved, the University will respond to the request in a reasonable amount of time. A bargaining unit member who is hospitalized while on vacation may convert the period of hospitalization from vacation to sick leave by providing the University with documentation of hospitalization upon his/her return. If a member of his/her immediate family dies while a bargaining unit member is on vacation and if the bargaining unit member attends the funeral, up to five (5) days of vacation may be converted to sick leave by providing the University with documentation of the death in the family.

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

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

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

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

20.8: For members of the bargaining unit hired after April 1, 1990, only service at Youngstown State University shall be used in determining the rate

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

ARTICLE 23 UNIFORMS AND EQUIPMENT

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

23.2: Each member of the bargaining unit who at the direction of the University wears a uniform while performing his/her duties shall receive an initial uniform allowance of six hundred and twenty dollars (\$620) at the time he/she is appointed or is directed by the University to wear a uniform while on duty. If an employee resigns or is separated from the University less than one year following his/her initial appointment, he/she shall reimburse the University on a prorated basis for the cash value of the initial uniform allowance. Each member of the bargaining unit who serves longer than one year and who is in work status not less than fifty percent (50%) of the preceding fiscal year shall receive an annual uniform and maintenance allowance of one thousand dollars (\$1,000) which will be paid during the month of July.

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

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

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

enter and successfully complete a rehabilitation program, the disciplinary action will not exceed thirty (30) calendar days for the first offense. Thereafter, for a period of two (2) years, the employee will be subject to random drug testing.

22.6: If a bargaining unit member is to be questioned orally concerning possible disciplinary action by the Director of the YSU Police or another University administrator, the employee shall be advised in advance the general nature and reason for the questioning and that he/she has the right to be accompanied by a representative(s) of his/her choice, who may be an F.O.P. representative. Such meetings will be scheduled immediately before or after the employee's work shift, or during the employee's work shift, to the extent such scheduling is feasible. The employee will be in active pay status during such meetings.

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

22.8: Suspensions and removals of non-probationary employees shall be subject to the provisions of Article 6 ("Grievance Procedure"). However, suspensions for more than three (3) days and removals shall not be appealable to the State Personnel Board of Review of Ohio.

22.9: If agreeable to the University, a member of the bargaining unit who is suspended shall have the option of serving the suspension or having the hours of suspension deducted from his/her accumulated total of vacation or compensatory hours.

of annual vacation accrual, and service with other Ohio public employers shall not count. The provisions of Article 20.8 shall prevail over the provisions of Article 20.1 for such individuals.

ARTICLE 21 LEAVES

The parties intend that this Article shall in all aspects be construed and applied in a manner to provide benefits not less than those in the Family Medical Leave Act of 1993. In any event, a bargaining unit member will be provided whichever benefits are greater between the provisions provided in this article and in the Family Medical Leave Act.

Definitions:

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

a hospital, hospice or residential medical care facility, or continuing treatment by a health care provider.

Sick Leave:

21.1: Sick leave is authorized absence with pay due to personal illness, pregnancy, injury, or exposure to contagious disease which could be communicated to other employees. Sick leave is also authorized for an illness in the employee's immediate family or domestic partner when the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member or domestic partner; a physicians' certification of the illness of the family member or domestic partner may be required if professional medical attention is required. Sick leave is also authorized for a maximum of five (5) days immediately following the death in the employee's immediate family. "Immediate family" means spouse, children, daughters-in-law, sons-in-law, grandchildren, parents, parents-in-law, grandparents, spouse's grandparents, brothers, sisters, brothers-in-law, sisters-in-law, a legal guardian, or any person who stands in place of a parent (in loco parentis). A biological father is entitled to the use of five (5) days of sick leave upon the birth of his child. An adoptive parent is entitled to the use of five (5) days of sick leave beginning the first day the adopted child is brought home.

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

21.3: Sick leave may be used during any period of time when an employee is on his/her regularly scheduled forty (40) hour weekly work shift, except for any holiday(s) which fall during the regularly scheduled work shift (See Article 16.3). Employees shall report all uses of sick leave on the "Application for Leave" form within three (3) working days following the individual's return to work; sick leave shall be reported also on the employee's bi-weekly pay card. Failure to report sick leave may result in disapproval of the sick leave.

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

22.5: Drug Testing Program:

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

Requiring an employee to submit to such a test must be based on a reasonable suspicion that the employee has been using any drug or narcotic or alcohol and that this use may present a risk to his/her safety or that of fellow employees or the public.

A supervisor who orders a drug test when there is a reasonable suspicion of the use of any drug, narcotic or alcohol shall forward a report containing the facts and circumstances directly to the Director of the YSU Police. The employee shall be verbally advised of the reasonable suspicion at the time of the test and receive a written statement of the same reasonable suspicion within twenty-four (24) hours of the test.

Test results reporting a presence of alcohol, illegal drugs, or narcotics, or the use of prescription drugs without a prescription, or the abuse of any over-the-counter drugs will be submitted to the Director of the YSU Police for further action.

An employee who submits to a test will be suspended pending receipt of test results. If the test results indicate that he/she was not under the influence of alcohol or illegal drugs, the employee shall be paid for the time he/she was suspended, and no record of the suspension will be maintained in the employee's personnel file. An employee who has a confirmed, positive drug or alcohol test will be subject to disciplinary action. If the employee agrees to

offer an explanation of the alleged misconduct. The employee shall have the choice of whether he/she wishes to appear at the hearing and present oral and/or written statements, whether or not he/she wishes to have a Union representative present and/or whether or not to have the Union representative present oral or written statements. Further, the employee may choose to waive in writing his/her right to have such a pre-disciplinary hearing. The parties agree that orders of suspension, reduction or removal shall be treated as confidential personnel matters between the University and the employee unless the employee wishes to consult the Union in the matter, in which case it shall be the sole responsibility of the employee involved to communicate with the Union. If the suspension, reduction, or removal is subsequently grieved, the Step 3 hearing will be optional; however, a Step 3 disposition will be issued in a timely manner.

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

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

documentation which establishes the need for an extended absence and specifies an estimated date for return to work.

21.5: When an employee uses sick leave to visit a doctor, dentist or other medical provider, he/she shall provide written verification of the visit. The employee shall, whenever possible, inform the department head one (1) week in advance of such scheduled visits.

21.6: 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. Where the University reasonably believes an employee is abusing sick leave and the University notifies the bargaining unit member, he/she may be required to furnish a certificate from a licensed physician for any subsequent absences. Any bargaining unit member abusing sick leave and/or showing a pattern of abuse shall be subject to disciplinary action in accordance with Article 22. A pattern of abuse includes but is not necessarily limited to, a history of abuse of sick leave as evidenced by a frequent pattern of use contiguous to holidays, weekends, vacations, and days off.

21.7: Willful failure to report absence due to sick leave, or the falsification of either a written, signed statement "Application for Leave" or a physician's certificate shall be grounds for disciplinary action including removal.

21.8: If an employee is on sick leave for an extended absence or because of a serious illness or injury, the University may require certification from the employee's physician that he/she is able to perform the duties of his/her position prior to his/her return to duty. An employee must give the University not less than three (3) days notice of his/her availability to return to work following an extended absence unless a shorter period is mutually agreeable.

21.9: 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 examination. 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.

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

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

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

21.13: A bargaining unit member appointed during the term of this Agreement who has been employed by the State of Ohio or any political subdivision of the State of Ohio within ten (10) years prior to the effective date of his/her appointment by the University, may transfer to the University up to 280 hours of accrued but unused sick leave upon certification of sick leave balance by his/her former employer.

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

<u>ABSENCE ON SICK LEAVE</u>	<u>NUMBER OF HOURS OF ADDITIONAL VACATION OR COMPENSATORY TIME</u>
January through March	8 hours
April through June	8 hours
July through September	8 hours
October through December	8 hours

These hours may be taken as compensatory time or vacation at the option of the employee. The employee must notify the University at the time the sick leave bonus is earned of his/her election to take the bonus as either compensatory time or additional vacation hours. The use of sick leave because of a death in the immediate family as defined in Article 21.1 will not be considered absence on sick leave for purposes of Article 21.14.

Employees shall maintain a balance of eighty (80) hours of accrued sick leave. Bargaining unit members shall have eighteen (18) months from the

disability separated in accordance with the provisions of the Ohio Revised Code.

- B. Disability Retirement -- A bargaining unit member who is eligible may apply for disability retirement in accordance with the provisions of PERS.

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

ARTICLE 22 EMPLOYEE DISCIPLINE AND EMPLOYEE RIGHTS

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

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

22.3: An employee who is suspended, reduced or removed shall receive written notification from the Executive Director of Human Resources or his/her designee stating the reason for the disciplinary action. Prior to the issuance of any suspension (except situations pending drug testing results as described in Article 22.5), reduction, or removal, the Executive Director of Human Resources or his/her designee will schedule a pre-disciplinary hearing, in accordance with Article 22.4, to discuss the reasons for the proposed disciplinary action, and to give the employee an opportunity to

compensation in excess of fifteen dollars (\$15) per day (excluding travel allowance) received from a court or other judicial or quasi-judicial body shall be deposited with the Youngstown State University 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 bargaining unit member's personal matters, such as traffic court, divorce proceedings, custody appearance(s) as directed with a juvenile, etc. These absences shall be leave without pay or vacation.

21.18: Military Leave:

- A. **Short-Term Military Leave:** When a bargaining unit member must fulfill temporary military duty with the armed forces of the United States or with a national guard unit, and this occurs during a contract period, the University shall grant leave to the individual for this purpose. All benefits shall be continued, including pay, subject to provisions of the insurance policies and restrictions of law, if any. Such leave shall not exceed thirty-one (31) days.
- B. **Long-Term Military Leave:** A long-term military leave of absence without pay will be granted to any bargaining unit member in the event of call-up or involuntary induction into the armed forces of the United States or a national guard unit for extended duty, i.e., more than thirty-one (31) days. Upon return from such leave the individual shall be placed at the same position on the salary schedule that he/she would have held had the individual worked in the University during such period. If it is possible, the individual will notify the University at least ninety (90) days prior to returning. Any voluntary extensions or reenlistments shall terminate the bargaining unit member's rights under this section.

21.19: Disability Separation and Disability Retirement:

- A. **Disability Separation --** A bargaining unit member who has exhausted all forms for paid leave and who is not eligible, or whose eligibility has expired under 21.15C, may be

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

Leave Without Pay:

21.15: With the approval of the appointing authority, an eligible bargaining unit member may be granted leave without pay in the categories specified below. Leave requests for leave without pay shall be submitted on a form provided by the University a minimum of one (1) month prior to the requested effective date of leave, or at the earliest feasible time. Serious consideration will be given to all requests. A bargaining unit member's seniority will continue to accrue while on all leaves in Article 21.15.

- A. **Personal:** A bargaining unit member may request leave without pay for personal reasons for any period up to six (6) months.
- B. **Educational:** A bargaining unit member who wishes to pursue formal education, training, or specialized experience which is related to his/her position in the YSU Police Department may be granted leave without pay for a period of up to two (2) years when the University concurs that the proposed leave activities will benefit the University as well as the employee. An employee on leave of this type may be returned to active pay status earlier than originally scheduled if the return is mutually acceptable to the University and the employee. The University may cancel the leave and direct the employee to return to active pay status if it is learned that the leave is not being used for the purpose for which it was granted: in this case the employee will be so notified in writing. Individuals granted leave under "Educational Leave" shall receive all of the fringe benefits granted to those not on leave.
- C. **Medical:** A non-probationary bargaining unit member whose absence due to illness or injury exceeds his/her accrued sick leave may be granted medical leave without pay for up to six (6) months. If the University has medical evidence from its physician and/or the bargaining unit

member's physician which indicates that the bargaining unit member is expected to be able to substantially and materially perform his/her duties by a specified date that is no later than one (1) year from the last day on the job, a request for an extension of medical leave without pay will be considered. While on this type of leave, all group insurance coverage will be provided by the University at no cost to the bargaining unit member.

- D. **Worker's Compensation:** An eligible bargaining unit member who chooses to receive compensation from the Bureau of Worker's Compensation instead of using sick leave will be considered to be on a medical leave without pay as specified in Article 21.15 (C). Bargaining unit members governed by this section shall receive all of the fringe benefits granted to those not on leave. A bargaining unit member while on leave without pay for a Worker's Compensation claim may request a payout for all or a portion of his/her accumulated compensatory time. Requests for payout of compensatory time will be approved. A bargaining unit member upon returning to work from leave without pay for a Worker's Compensation claim, may request a cash payment for the period beginning when leave without pay commences and ending with the arrival of the first Worker's Compensation check. The payout may be charged to accumulated vacation time. The payout will be approved provided the bargaining unit member has sufficient vacation time to cover the cost of the payout.

E. **Child Care Leave:**

1. Biological Mother - Once a bargaining unit member is certified by her physician to be medically capable of performing her regular duties, she will be entitled to leave without pay for a period not to exceed six (6) months for the purpose of child care.
2. Biological Father - In addition to the sick leave provisions in Article 21.1, a male bargaining unit member, upon the birth of his child, is entitled to leave without pay for a

period not to exceed six (6) months for the purpose of child care.

3. Adoptive Parents - A bargaining unit member is entitled, upon the adoption of a child, to leave without pay for a period not to exceed six (6) months for the purpose of child care.
4. Application for child care leave shall be in writing to the Executive Director of Human Resources or his/her designee not later than thirty (30) days prior to the effective date for such leave, and such request shall state the anticipated duration of the leave. In the case of an application for child care leave by an adoptive parent, this thirty (30) day requirement shall be waived. In the case of child care leave related to pregnancy, the request shall be accompanied by a statement from the attending physician giving the expected date of delivery.
5. During the period of child care leave, the bargaining unit member will be deemed to be relieved temporarily of his/her duties.
6. The University will maintain, at no cost to the bargaining unit member, all group insurance benefits while on this type of leave.

Other Leaves:

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

21.17: Legal Leave: Bargaining unit members shall be granted court or jury duty with pay when subpoenaed for any court or jury duty by the United States, State of Ohio, or a political subdivision including hearings held by Worker's Compensation, Unemployment Compensation and the State Personnel Board of Review, unless such duty is performed outside of the bargaining unit member's normal working hours. Evidence in the form of subpoena or other written notification shall be presented to the bargaining unit member's immediate supervisor as far in advance as possible. All