

MINUTES OF MEETING

of

BOARD OF TRUSTEES

of

YOUNGSTOWN STATE UNIVERSITY

Tod Administration Building  
Friday, April 27, 1984

Pursuant to Resolution YR 1984-55 and to Notices mailed on the 11th day of April, 1984 by the Secretary to the Board to each Trustee, a copy of which precedes these Minutes (with copies to the Acting President of the University, the Presidents of the YSU Chapter of the OEA and the YSU Chapter of OCSEA, to Alan R. Kretzer, Special Counsel appointed by the Attorney General of Ohio, to the Legal Services Officer of the University and to the Executive Director of YSU Alumni Association) a regular meeting (ninety-sixth) of the Board of Trustees of Youngstown State University convened in the Board Room in the Tod Administration Building.

Seven Trustees were present at the meeting, to-wit: Earl W. Brauninger, Dr. Thomas D. Y. Fok, Edgar Giddens, William J. Lyden, Mrs. Emily P. Mackall, William G. Mittler, and Frank C. Watson. Paul M. Dutton and Dr. John F. Geletka were absent.

Also present were Dr. Neil D. Humphrey, Acting President, Dr. Bernard T. Gillis, Provost, Dr. Taylor Alderman, Vice President Personnel Services, Edmund J. Salata, Dean Administrative Services, Dr. Lawrence E. Looby, Associate Vice President Public Services, Dr. Charles A. McBriarty, Associate Vice President, Student Services, Philip A. Snyder, Director University Relations, Franklin S. Bennett, Secretary to the Board of Trustees, and Patricia D. Martin, Secretary to the President. Also present were approximately 25 deans, members of the faculty, students and members of the news media.

Frank C. Watson, Chairman of the Board, presided.

ITEM I - Proof of Notice of Meeting

Evidence was available to establish that due notice of the meeting had been mailed on April 11, 1984 by the Secretary, to each of the nine Trustees and to the Acting President, and that copies had also been mailed to the Presidents of the YSU chapters of OEA and OCSEA, to Alan R. Kretzer, Special Counsel, to Theodore R. Cubbison, Legal Services Officer and to Mrs. Judith Parmenter, Director, YSU Alumni Association. Such evidence precedes these Minutes.

ITEM II - Minutes of Meeting Held on February 3, 1984 and  
Special Meeting Held on March 24, 1984

Copies of the draft of the Minutes of the Meeting of the Board of Trustees held on February 3, 1984 and Minutes of the Special Meeting of the Board of Trustees held on March 24, 1984 had been mailed to each Trustee, to the President, the Acting President, Provost, Vice President Personnel Services, the Dean of Administrative Services, the State Examiner, the Special Counsel and the Legal Services Officer.

ITEM III - Recommendations of the Acting President of the  
University

Dr. Humphrey recommended that two Resolutions be adopted by the Trustees.

1. Resolution to Ratify Faculty/Staff Appointments

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

WHEREAS, the Policies of the Board of Trustees direct the President to appoint such employees as are necessary to effectively carry out the operation of the University; and YR 1984-59

WHEREAS, new appointments have been made subsequent to the February 3, 1984 regular meeting of the Board of Trustees; and

WHEREAS, such appointments are in accordance with the 1983-84 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 A attached hereto.

2. Resolution Accepting Gifts

After a Motion, which was made by Dr. Fok and seconded by Mrs. Mackall, had received the affirmative vote of each Trustee present, the Chairman declared the following Resolution duly adopted:

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

YR 1984-60

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

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

ITEM IV - Reports of the Acting President and Other Officers of the University

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1. Dr. Humphrey, Acting President, reported concerning the following matters:

A. Receipt of Facility Master Plan

The Facility Master Plan has been received from Richard Fleischman Architects, Inc. and has been distributed to members of the Board of Trustees and to staff.

The intent now is to review the Plan in detail with the Building and Property Committee and then present recommendations to the August meeting of the Board.

There will be a public hearing on the Plan and any recommendations of the Building and Property Committee before any final action is taken by the Board. All interested parties will be invited to participate in the public hearing.

2. Dr. Gillis, Provost, reported concerning the following matters:

A. AACSB Accreditation of the Business Administration Programs

On March 20, 1984, the Provost and the Dean of Williamson School of Business Administration appeared before the Accreditation Committee of the American Assembly of Collegiate Schools of Business in conjunction with our seeking initial accreditation of the programs in the Williamson School of Business Administration. The few residual concerns of the Assembly were addressed. Final action of Assembly will be known on May 3, 1984 when action will be taken on their report at the National Meeting.

B. Reaccreditation of Engineering Programs

The report from the Accreditation Board for Engineering Technology, Inc. on reaccreditation of programs in the William Rayen School of Engineering will be expected in late August of 1984.

C. Reaccreditation of Medical Laboratory Technician - Associate Degree Program

The Committee on Allied Health Education and Accreditation on April 24-25, 1984 is expected to recommend continuing accreditation of the above program for four (4) years for twenty (20) students annually in accord with a recommendation made by the National Accrediting Agency for Clinical Laboratory Sciences. No official notice has been received to date.

D. Approval of Teacher Education Programs

The State Board of Education at its meeting on March 12, 1984, accepted the Ohio Teacher Education and Certification

Advisory Committee recommendation to continue approval of all of Youngstown State University's teacher education programs officially on file.

E. Bachelor of Science in Applied Science Degree in Allied Health

Approval of the Board of Trustees for the degree Bachelor of Science in Applied Science in Allied Health is requested. The University Academic Senate has previously approved this degree and curriculum on May 6, 1981 but it had been held in the Academic Affairs Committee of the Board until academic planning had been sufficiently completed. With the now projected deactivation of the one-year program in Respiratory Therapy, it would seem a propitious time to request the Ohio Board of Regents to approve this degree program. The department has reassessed the need for this degree and finds it even more appropriate for adoption today. This results in a resolution to be presented for your consideration by the Chairman of the Academic Affairs Committee.

F. Generic Bachelor of Science in Nursing Program

The University Academic Senate on March 7, 1984 approved of a Generic Bachelor of Science Degree in Nursing. A resolution will be presented for your consideration by the Chairman of the Academic Affairs Committee. There were no further concerns registered by current students.

G. Faculty Promotions in Rank

The number of faculty promotion opportunities this year is thirty-six (36). There is further opportunity to promote four (4) administrators in faculty rank. Those recommended to the President in both categories are shown on the attached lists.

H. New Admission Requirements for Out-of-State Undergraduate Students

The University Academic Senate at its meeting on March 7, 1984 recommended new admission standards for Undergraduate Out-of-State students who are not from Lawrence or Mercer County in Pennsylvania. The policy recommendation is intended to correct the obvious inequities of the current policies when applied to widely divergent high school qualities. The new policy and an appropriate resolution for its

adoption will be presented by the Chairman of the Academic Affairs Committee. Since no effective date for implementation was indicated, a Fall Quarter, 1984 implementation date is suggested after consultation with the Director of Admissions.

I. Program Excellence Grants

The University had submitted seven proposals to the Ohio Board of Regents under the Program Excellence Award Project. Unfortunately, none of the proposals survived the screening to the second level of review. A letter has been sent to the Board of Regents requesting the reviewers' comments in order to improve on our efforts in next year's competition.

J. Spring and Summer Commencement Speakers

The commencement speaker for the Spring graduation ceremonies will be his excellency Bishop James W. Malone. Commencement will be held at 10:00 a.m. on Saturday, June 16, 1984 in Beeghly Center. The Summer commencement speaker has not been determined at this time.

K. Faculty Improvement Leaves Granted

Faculty improvement leaves were granted by the President under the terms of the Agreement with the YSU-OEA. A total of fourteen (14) three-quarter leaves and two (2) one-quarter leaves were granted.

L. Faculty Honors, Publications and Grant Awards

Recently Dr. John R. White was appointed as a Society of the Sigma Xi National Lecturer.

Recent publications of our faculty include:

Compete: A Dynamic Marketing Simulation  
by A. J. Faria, R. O. Nulson, Jr., and  
Dean Roussos  
Third Edition 1984, 150 pp.  
Business Publications, Inc.: Plano, Texas 75075

3. Dean Salata, Dean Administrative Services, reported concerning the following matters:

A. Construction Report Distributed

Dean Salata distributed to the Board of Trustees a formal construction report which covered the following items:

(1) Architect for Convocation Center. The University has received a list of architect planners from which the Building and Properties Committee will select one for planning work on the Convocation Center.

(2) Sidewalk repairs. Sidewalk repairs will begin shortly under which most of the broken and cracked sidewalks will be replaced.

(3) Bids on Phase I - Ward Beecher Project. Bids for Phase I of the Ward Beecher renovations have been received and they are 21% under estimate. The second phase bids for this project will be received June 7, 1984.

(4) Bids for High Tech Building. On April 18, 1984, the bids for the High Tech Building were received and were 8.3% under the architect's estimates. Construction should commence on this Building in early June.

The Committee took note of the other items in the construction report.

EXECUTIVE SESSION

The Trustees retired into Executive Session at 3:15 p.m. for about twenty-five minutes, after a Motion duly made, seconded and carried for the purpose of considering matters relating to the employment of personnel before returning to the open meeting in the Board Room.

ITEM V - Reports of the Committees of the Board

1. Personnel Relations Committee

Mr. Mittler reported that the Committee was recommending three Resolutions for adoption by the Board. He then read and moved for adoption the following Resolution:

a. Resolution to Ratify Payment to Employees

WHEREAS, under the authority of Article YR 1984-61  
1, Section 2 of the Policies of the Board

of Trustees, the Acting President closed the University because of inclement weather for the period 2:00 p.m. February 28, 1984 to 7:00 a.m. on March 1, 1984 and from 5:00 p.m. on March 8, 1984 until 7:00 a.m. on March 9, 1984; and

WHEREAS, the University has paid classified Civil Service employees who did not work but were available for duty during the periods the University was closed, and has paid overtime rates in addition to regular pay to those employees who were required to work during the periods the University was closed;

THEREFORE, BE IT RESOLVED, by the Board of Trustees of Youngstown State University that said payment to employees is hereby ratified and approved.

The Motion was seconded by Mr. Giddens and, after discussion, received the affirmative vote of all Trustees present. The Chairman declared the Motion carried and the Resolution adopted.

Mr. Mittler next read and moved for adoption the following Resolution:

b. Resolution to Ratify Agreement on Conflict Resolution

WHEREAS, Ohio Revised Code 4117.14 per- YR 1984-62 mits the University and the exclusive representative of any bargaining unit to agree to an alternate method of conflict resolution, other than the method specified by law, for collective bargaining negotiations; and

WHEREAS, representatives of the Youngstown State University and the University Chapter of the Ohio Education Association, exclusive representative of the University's 9-month full-service faculty, are engaged in negotiations provided for by Article 3.3 of the 1982-86 Agree-



ment between the parties, and have tentatively agreed to an alternate means of conflict resolution, appended hereto as Exhibit C.

THEREFORE, BE IT RESOLVED, by the Board of Trustees of Youngstown State University that the Agreement on Conflict Resolution appended hereto as Exhibit C be and is hereby ratified.

The Motion was seconded by Mr. Lyden and, after discussion, received the affirmative vote of all Trustees present. The Chairman declared the Motion carried and the Resolution adopted.

Mr. Mittler next read and moved for adoption the following Resolution:

c. Resolution to Ratify Agreement

WHEREAS, negotiations between the University and the Northern Ohio Patrolmen's Benevolent Association have led to a tentative Agreement which has been reviewed and recommended by the Personnel Relations Committee of the Board of Trustees; and YR 1984-63

WHEREAS, members of the bargaining unit covered by said Agreement have ratified said Agreement;

THEREFORE, BE IT RESOLVED, by the Board of Trustees of Youngstown State University that said Agreement included herewith as Exhibit D be and is hereby ratified, and that the President be authorized and directed to sign and execute said Agreement on behalf of the University.

The Motion was seconded by Mrs. Mackall and, after discussion, received the affirmative vote of all Trustees present. The Chairman declared the Motion carried and the Resolution adopted.

2. Building and Property Committee

Mr. Lyden stated that the Building and Property Committee had determined to recommend the adoption of three Resolutions by the Board of Trustees.

Mr. Lyden next read and moved for adoption the following Resolution:

a. Resolution Concerning President's Residence

WHEREAS, when Youngstown University be- YR 1984-64  
came Youngstown State University in 1967,  
it was the owner of real property known  
as being 1010 Colonial Drive, Trumbull  
County, Ohio; and

WHEREAS, said property was designated by  
Youngstown University and later Youngs-  
town State University as the official  
residence of the President of the Univer-  
sity; and

WHEREAS, in 1967 as part of the process  
of becoming a state affiliated universi-  
ty, said property was deeded to the State  
of Ohio, the Board of Trustees of Youngs-  
town State University became and remains  
Trustee of said property; and

WHEREAS, during the period of said trus-  
teeship, the University has paid the cost  
of maintaining said property including,  
but not limited to, repairs to the struc-  
tures located thereon, development and  
care of the grounds, payment of utilities  
and related expenses; and

WHEREAS, it has been determined that the  
benefits inuring to the University by  
maintaining an official residence for the  
President do not justify the investment  
in said real property and the maintenance  
cost thereof.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby instruct the Acting President to have the real property known as and being 1010 Colonial Drive, Trumbull County, Ohio, appraised by two qualified appraisers and do all things necessary to sell said real property as soon as is reasonably prudent in accordance with the laws of the State of Ohio pertaining to the sale of state owned land. It is desired that the sale of said real property be for not less than the appraised value, that the sale be for cash, and that the proceeds of the sale be designated as a fund functioning as an endowment.

The Motion was seconded by Mr. Mittler and, after discussion, received the affirmative vote of all Trustees present. The Chairman declared the Motion carried and the Resolution adopted.

Mr. Lyden next read and moved for adoption the following Resolution:

b. Resolution Concerning Purchase of Lots in Smokey Hollow

WHEREAS, the University currently owns property in Smokey Hollow; and YR 1984-65

WHEREAS, the proposed facility Master Plan recommendations include continued acquisition in Smokey Hollow to provide land for University facilities; and

WHEREAS, it is believed desirable for the University to own the additional property in Smokey Hollow and the property is believed available for sale.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby authorize the acquisition of the property listed on Exhibit E at its appraised value, provided the owner wishes to sell; and

BE IT FURTHER RESOLVED, that acquisition of this property shall be accomplished in the same manner as the Board of Trustees has previously directed be followed in purchasing property in Smokey Hollow.

The Motion was seconded by Mr. Giddens and, after discussion, received the affirmative vote of all Trustees present. The Chairman declared the Motion carried and the Resolution adopted.

Mr. Lyden next read and moved for adoption the following Resolution:

c. Resolution Concerning Desk Space for INROADS/Cleveland, Inc.

WHEREAS, INROADS, Inc. is a non-profit, tax-exempt (501 C3), public supported (509 a1) organization which has as its objective the preparation of ". . . talented minority youth for positions of leadership in corporate America and in their community"; and YR 1984-66

WHEREAS, INROADS serves metropolitan Youngstown minority youth by recruiting, placement, and counseling services which assist those persons to finish their education and secure employment; and

WHEREAS, INROADS has requested space on campus to facilitate these efforts and YSU administration has recommended that this would be in the University's best interests.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does authorize the administration to enter into a one-year lease for \$1 consideration with INROADS, Inc. whereby that organization will be provided a desk in the Student Services area, ground floor area of Kilcawley Center below the Bookstore, provided that IN-

ROADS pays the cost of any telephone service required.

BE IT FURTHER RESOLVED, that this lease be understood to be experimental and subject to revocation should the privilege be abused; however, the reputation of INROADS, Inc. is excellent and it is assumed that YSU minority students will be well-served and the arrangement continued in the future, subject to Board review in one year.

The Motion was seconded by Dr. Fok and, after discussion, received the affirmative vote of all Trustees present. The Chairman declared the Motion carried and the Resolution adopted.

3. Budget and Finance Committee

Mr. Giddens stated that the Budget and Finance Committee had determined to recommend the adoption of four Resolutions by the Board of Trustees.

He then read and moved for adoption the following Resolution:

a. Resolution A Concerning Transfers from Unallocated Reserves - Fund One (1983-84)

WHEREAS, the 1983-84 Operating Budget YR 1984-67 adopted by the Board of Trustees provides that transfers out of the Unallocated Reserve require approval of the Board of Trustees; and

WHEREAS, recent changes in the classified staff due to persons being granted maternity leaves and leaves without pay were not anticipated at the time the budget was adopted; and

WHEREAS, it is necessary to provide funds to implement the court order directing the reinstatement of a former employee; and

WHEREAS, the continuing audit of classified positions sometimes requires additional funds to pay for salary increases due to reclassifications of employees; and

WHEREAS, unusual and unanticipated overtime expenditures were necessary for snow removal due to recent severe snowstorms; and

WHEREAS, it is deemed desirable to use temporary employees in the Care of Grounds department rather than create new full-time positions.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby authorize the transfer of \$43,345 from the Unallocated Reserve, University Operations budget as follows: to the Legal Services Office, \$5,468; to the Physics and Astronomy department, \$3,000; to the Reserve for Salary Adjustments, \$5,000; to the Motor Pool department, \$18,128; and to the Care of Grounds department, \$11,749.

The Motion was seconded by Mrs. Mackall and, after discussion, received the affirmative vote of all Trustees present. The Chairman declared the Motion carried and the Resolution adopted.

Mr. Giddens next read and moved for adoption the following Resolution:

b. Resolution B Concerning Transfers from Unallocated Reserve - Fund One (1983-84)

WHEREAS, the Youngstown State University YR 1984-68 operating budget, adopted by the Board of Trustees, requires that transfers from the Unallocated Reserve (University Operations - Fund One) have the approval of the Board of Trustees; and

WHEREAS, there exists a total of 13.33 full-time equivalent vacant full-service

faculty positions due to the inability to recruit qualified candidates, retirements, mid-year resignations, leaves without pay, and deaths; and

WHEREAS, it is therefore necessary to employ limited service faculty to provide instruction that would otherwise have been provided by full-service faculty; and

WHEREAS, the funds budgeted for limited service faculty payments are not sufficient to provide for these additional necessary payments; and

WHEREAS, total savings of \$169,594 have been realized from the vacant full-service faculty positions.

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby authorize the transfer of \$70,678 from the Unallocated Reserve in University Operations - Fund One to the Provost's transfer account in order that these monies might be made available to the appropriate instructional departments to employ limited service faculty.

The Motion was seconded by Mr. Mittler and, after discussion, received the affirmative vote of all Trustees present. The Chairman declared the Motion carried and the Resolution adopted.

Mr. Giddens next read and moved for adoption the following Resolution:

c. Resolution Concerning Athletic Department Basketball Camp

WHEREAS, the scheduling of a Basketball YR 1984-69 Camp by the Youngstown State University Athletic Department is believed to be in the best interests of the University and the participants; and

WHEREAS, estimative budgets, which are entirely dependent upon the revenues earned from registration fees, have been presented for the camp; and

WHEREAS, the appropriate administrative officers and the Budget and Finance Committee have reviewed these budgets and recommend approval.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the Basketball Camp project for 1984, authorizes fees to be charged as provided in the budgets attached as Exhibit F and authorizes the estimative budget of \$8,000 for the Basketball Camp provided those amounts or more are received in fees.

BE IT FURTHER RESOLVED, that it is the stated intention of the Board of Trustees that no more be spent on this camp than is received in fees and that should more be expended it shall become a liability of the 1984-85 Intercollegiate Athletic budget and a report concerning that fact shall be made to the Board of Trustees.

The Motion was seconded by Mr. Brauninger and, after discussion, received the affirmative vote of all Trustees present. The Chairman declared the Motion carried and the Resolution adopted.

Mr. Giddens next read and moved for adoption the following Resolution:

d. Resolution Concerning FY 1984 Audit

WHEREAS, the Auditor of State has proposed a one-year extension of the current contract between Youngstown State University and the independent CPA firm of Arthur Andersen & Co.; and

WHEREAS, such one-year extension would include the financial audit and the com-



pliance (or voucher) audit for all University funds and Federal financial aid programs; and

WHEREAS, the cost for this audit would be \$41,500 and this represents a substantial savings from past practice of separate audits.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the extension of the audit contract with Arthur Andersen & Co. to include the 1984 fiscal year for a fee of \$41,500 with the understanding that such audit will include a financial and compliance audit for all University funds and Federal financial aid programs and will include a compliance audit for fiscal year 1983.

BE IT FURTHER RESOLVED, that the Board of Trustees does hereby express its appreciation to Auditor of State Thomas E. Ferguson for his continued efforts to improve the quality of audits at YSU and to reduce the cost of such audits.

The Motion was seconded by Mrs. Mackall and, after discussion, received the affirmative vote of all Trustees present. The Chairman declared the Motion carried and the Resolution adopted.

4. Student Affairs Committee

Mr. Giddens stated that the Student Affairs Committee had determined to recommend the adoption of three Resolutions by the Board of Trustees.

He then read and moved for adoption the following Resolution:

a. Resolution Concerning "Rally 'Round the Valley"

WHEREAS, "Rally 'Round the Valley" is the theme of a newly formed committee who's purpose is to unite the community in a cooperative effort; and

YR 1984-71

WHEREAS, the primary goals of this committee are to physically improve the appearance of the community; to promote trade, travel, and tourism; and to regenerate a positive spirit within the valley; and

WHEREAS, this effort involves the cooperation of valley residents, business and industry, labor, media, government, churches, community service organizations, and schools.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby acknowledge and support April 28 to May 26 as "Rally 'Round the Valley" days.

The Motion was seconded by Mr. Lyden and, after discussion, received the affirmative vote of all Trustees present. The Chairman declared the Motion carried and the Resolution adopted.

Mr. Giddens next read and moved for adoption the following Resolution:

b. Resolution Concerning Off-Campus Housing

WHEREAS, five residential properties on YR 1984-72 Wick Oval have recently been purchased by the University; and

WHEREAS, these properties appear to be structurally sound; and

WHEREAS, these properties are located in an area identified by the planning consultants as desirable for housing units; and

WHEREAS, there appears to be a need for additional adequate and convenient student housing.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State

University does hereby authorize the administration to take the necessary steps to convert this property to accommodate the housing needs of students.

The Motion was seconded by Mr. Mittler and, after discussion, received the affirmative vote of all Trustees present. The Chairman declared the Motion carried and the Resolution adopted.

Mr. Giddens next read and moved for adoption the following Resolution:

c. Resolution Concerning Ohio Student Association

WHEREAS, a 1970 Attorney General's Opinion concerning lobbying by units within a state-assisted university has been depended upon by Youngstown State University and influenced the opinion of the administration concerning use of General Fee money for membership of the YSU Student Government in the Ohio Student Association; and

WHEREAS, the YSU Student Government seeks review of the legality of its membership in the Ohio Student Government Association.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby authorize and direct the President to seek a clarification of this legal issue, utilizing the previously agreed upon protocol for clearance of requests for Attorney General's Opinions through the Inter-University Council.

The Motion was seconded by Mrs. Mackall and, after discussion received the affirmative vote of all Trustees present. The Chairman declared the Motion carried and the Resolution adoption.

5. Academic Affairs Committee

Mrs. Mackall stated that the Academic Affairs Committee had determined to recommend the adoption of four Resolutions by the Board of Trustees.

She then read and moved for adoption the following Resolution:

a. Resolution to Approve a Bachelor of Science in Applied Science in Allied Health

WHEREAS, the Department of Allied Health YR 1984-74 has recommended a curriculum leading to the degree of Bachelor of Science in Applied Science; and

WHEREAS, the Dean of the College of Applied Science and Technology, the Provost, and the President recommend approval; and

WHEREAS, the University Academic Senate has previously approved this degree and curriculum but processing had been held by the Academic Affairs Committee of the Board until a more appropriate time; and

WHEREAS, the now projected deactivation of a one-year program in Respiratory Therapy enhances the appropriateness of approval of such a degree program at this time.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby authorize the offering of the Bachelor of Science in Applied Science degree with a major in Allied Health at Youngstown State University subject only to appropriate clearance by the Ohio Board of Regents.

The Motion was seconded by Dr. Fok and, after discussion, received the affirmative vote of all Trustees present. The Chairman declared the Motion carried and the Resolution adopted.

Mrs. Mackall next read and moved for adoption the following Resolution:

b. Resolution Authorizing the Award of the Bachelor of Science in Nursing (BSN) Degree to Recognize Completion of a Traditional Baccalaureate Program

WHEREAS, at its meeting on March 7, YR 1984-75  
1984, The University Academic Senate approved the award of Bachelor of Science in Nursing (BSN) degree to recognize completion of a traditional baccalaureate program in nursing; and

WHEREAS, the University already awards the Bachelor of Science in Nursing (BSN) degree to recognize completion by registered nurses of upper division baccalaureate work; and

WHEREAS, the State Board of Nursing Education and Nurse Registration has approved a traditional program application from Youngstown State University.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby authorize the Bachelor of Science in Nursing (BSN) degree to recognize completion of a traditional baccalaureate program in Nursing as proposed and offered by the Department of Nursing in the College of Applied Science and Technology subject only to appropriate clearance of the Ohio Board of Regents if required.

The Motion was seconded by Mr. Giddens, and, after discussion, received the affirmative vote of all Trustees present. The Chairman declared the Motion carried and the Resolution adopted.

Mrs. Mackall then read and moved for adoption the following Resolution:

c. Resolution on Promotion in Academic Rank for 1984-85

WHEREAS, Article 12 of the Agreement between Youngstown State University and Youngstown State University Chapter of the Ohio Education Association (YSU-OEA) provides for review of promotion applications by School/College promotion committees; and

WHEREAS, School/College promotion committees, after careful consideration of each individual, have recommended promotion in academic rank for certain University employees; and

WHEREAS, the Provost has received and reviewed the recommendations of the School/College promotion committees, and his recommendations have been approved by the President of the University; and

WHEREAS, the costs of these recommendations will be within the funds provided for this purpose.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University ratify and approve promotions in academic rank for nine-month faculty as recommended in Exhibit G attached hereto, such promotions to become effective with the 1984-85 contracts; and

BE IT FURTHER RESOLVED, that the Board of Trustees of Youngstown State University ratify and approve promotions in academic rank for academic administrators as recommended in Exhibit H attached hereto, such promotions to become effective with the 1984-85 contracts.

The Motion was seconded by Mr. Lyden and, after discussion, received the affirmative vote of all Trustees present. The Chairman declared the Motion carried and the Resolution adopted.

Mrs. Mackall next read and moved for adoption the following Resolution:

d. Resolution on Amendment of Admission Requirements for Out-of-State Undergraduate Students

WHEREAS, Article VIII, Section 1, of the YR 1984-77 Youngstown State University Board of Trustees Policies indicates that requirements for undergraduate admission shall be referred to the Board of Trustees after review and recommendation by the Academic Senate, the Provost, and the President; and

WHEREAS, the University Academic Senate has recommended new admissions standards for out-of-state students not from Mercer and Lawrence Counties in Pennsylvania; and

WHEREAS, the recommendations correct inequities in the current policies and are recommended for adoption by the Provost and the President.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve amendment of that section of the Ohio Administrative Code 3356:6-3-04 as shown on Exhibit I attached, effective for students admitted Fall Quarter, 1984, and thereafter.

The Motion was seconded by Mr. Mittler and, after discussion, received the affirmative vote of all Trustees present. The Chairman declared the Motion carried and the Resolution adopted.

6. Public Services Committee

Mr. Mittler stated that the Public Services Committee had no report.

ITEM VI - Communications, Memorials

No formal communications or memorials were presented. A list of information had been furnished to each Trustee for information purposes prior to the meeting.

ITEM VII - Unfinished Business

No unfinished business was presented.

ITEM VIII - New Business

No new business was presented.

ITEM IX - Nominating Committee

Mr. Watson announced the appointment of the following Trustees to the Nominating Committee:

William G. Mittler, Chairman  
Edgar Giddens

ITEM X - Remarks by Chairman

Chairman Watson then made the following remarks:

"On behalf of the entire Board of Trustees, I want to thank Dr. Thomas Fok on the expiration of his term as a board member for his years of dedicated service to the University and the Board of Trustees."

Dr. Fok responded:

"I wish to acknowledge the excellent cooperation I have received as Chairman of the Board and as a board member from the students, faculty, administration and my fellow board members."

ITEM XI - Time and Place of Next Regular Meeting

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

"RESOLVED that the next regular meeting YR 1984-78  
of the Board of Trustees of Youngstown  
State University be held in the Board  
Room in Tod Administration Building on  
Friday, June 15, 1984 at 1:30 p.m.



The meeting was duly adjourned at 4:30 p.m.

Frank C. Wetton  
Chairman

ATTEST:

Franklin S. Bennett  
Secretary to the Board  
of Trustees

YOUNGSTOWN STATE UNIVERSITY  
 RESOLUTION FOR NEW APPOINTMENTS AND PROMOTIONS  
 AS OF April 27, 1984

Agenda Item D.1.  
Exhibit A

<u>NAME</u>	<u>TITLE</u>	<u>DEPARTMENT</u>	<u>DATE OF EMPL.</u>	<u>SALARY</u>	<u>CONTRACT MONTHS</u>	<u>COMMENTS</u>
McMahon, Anne M.	Associate Professor	Management Department	9/15/84		9 ( 9-Month Base:\$31,296)	Renewal to permanent position; salary base plus negotiated salary increase.
Rakestraw, Thomas L.	Assistant Professor	Management Department	9/15/84		9 ( 9-Month Base:\$24,640)	Renewal to permanent position; salary base plus negotiated salary increase.
Neel, Bege Bowers	Instructor	English Department	9/15/84	\$19,000	9	Salary differential of \$1250 depending upon completion of PhD by 9/15/84.
Allgire, Karen E.	Instructor	Health and Physical Education Department	9/15/84		9 ( 9-Month Base:\$16,500)	Renewal temporary replacement for Kocinski; salary base plus negotiated salary increase.
Piotrowski, Zbigniew	Assistant Professor	Mathematical and Computer Sciences Department	9/15/84	\$21,125	9	Contingent upon employment authorization from INS by 9/15/84.
Ferris, Wilda S.	Instructor	Nursing Department	3/26/84	\$ 5,538	9 ( 9-Month Base:\$18,000)	
Cavanaugh, Laura L.	Research Librarian	Maag Library	4/1/84	\$ 4,654	9 ( 9-Month Base:\$16,500)	Temporary replacement for Schnall while on leave through June 15, 1984.
Zander, Sherri D.	Assistant Coordinator (Developmental Education: English)	Developmental Education	2/1/84		12 (12-Month Base:\$17,400)	Salary increased by \$150 per month for the balance of fiscal 83-84 in consideration of functional responsibility for Writing Lab.

EXHIBIT A

YOUNGSTOWN STATE UNIVERSITY  
 RESOLUTION FOR NEW APPOINTMENTS AND PROMOTIONS  
 AS OF April 27, 1984

Agenda Item D.1.  
Exhibit A

<u>NAME</u>	<u>TITLE</u>	<u>DEPARTMENT</u>	<u>DATE OF EMPL.</u>	<u>SALARY</u>	<u>CONTRACT MONTHS</u>	<u>COMMENTS</u>
Leck, Glorianne M.	Acting Chairperson	Foundations of Education Department	1/16/84	\$20,065	9.5 (9.5-Month Base:\$34,791)	Temporary replacement for Baldino while on LWOP and Sick Leave.
Granito, A. James	Assistant Professor	Management Department	3/26/84	\$ 7,429	9 ( 9-Month Base:\$24,145)	Reverts to faculty from Acting Chairperson.
Psenicka, Clement	Chairperson	Management Department	3/26/84	\$ 9,552	9.5 (9-Month Base:\$27,920)	Appointed chairperson from faculty status.

Board of Trustees Meeting, April 27, 1984

YOUNGSTOWN STATE UNIVERSITY  
RESOLUTION ACCEPTING GIFTS  
as of April 27, 1984

<u>DONOR</u>	<u>AM'T. AND/OR DESCRIPTION</u>	<u>RESTRICTION OR PURPOSE OF GIFT</u>
Helen Miller	\$ 10	Department of Accounting and Finance
Kathleen Smith	20	"
Linnia B. Dyer	50	"
Lucinda Spohn	40	"
Steve Mahoney	10	"
The Cafaro Co.	4,000	Williamson School of Business - Shopping Mall Research Project
Penguin Club	1,500	Dana School of Music
Sanray Corporation	5,000	YSU Scholarships
Johnson & Johnson Co.	1,000	Chemistry Department
Dow Chemical Co.	1,000	School of Engineering
Paul D. Blum Family	1,500	History Department - Graduate History Award
Youngstown District Purchasing Management Association	1,000	YSU Scholarships
Youngstown Vindicator	500	Annual Vindicator Award
Thomas A. Shipka	5	Unrestricted
Thomas A. Tracy	25	Department of Accounting and Finance
Neil D. & Mary S. Humphrey	500	YSU Scholarships

<u>DONOR</u>	<u>AM'T. AND/OR DESCRIPTION</u>	<u>RESTRICTION OR PURPOSE OF GIFT</u>
J. Mark Sherock	\$ 50	Department of Accounting and Finance
Richard J. Pallo	50	"
Gilbert Hopkins	50	"
Forrest D. Hayes	50	"
Roger A. Kittelson	100	"
Youngstown Printing Pressmen and Assistants Union No. 205	50	Eugene Green Memorial Scholarship Fund
Florence Harshman	25	"
Morris Levy	5	"
Professional Staff Union	500	"
Edmond Taylor	25	"
Uniserve	100	"
Connie Hall	100	"
Service Employees International Union - Local 627	500	"
International Union of Electrical, Radio, & Machine Workers # 717	100	"
James F. Moore	100	"
Youngstown Ohio Area Local 443 A.P.W.U.	500	"
Trumbull County Federation of Labor - A.F.L. - C.I.O	100	"
Frank P. Frankovich	25	"
Bernadette Jones	24 Wigs & Blocks Valued at \$480	College of Fine & Performing Arts - University Theatre
Loretta Liptak	2.50	Intercollegiate Athletics

<u>DONOR</u>	<u>AM'T. AND/OR DESCRIPTION</u>	<u>RESTRICTION OR PURPOSE OF GIFT</u>
Abey Studios, Inc	Gift Cert. (\$164.70)	English Festival
Altrusa Club of Youngstown	\$ 50	"
Houghton Mifflin Co.	Dictionaries (\$269.10)	"
Arby's, Kilcawley Center	Certificates (\$150.00)	"
Austintown Fitch P.T.A.	30	"
Avon Books	Books (\$105.30)	"
Bank One	450	"
Bantam Books, Inc	Books (\$314.40)	"
Burger King	Certificates (\$340.20)	"
Commercial Shearing Co.	150	"
Dell Publishing Co., Inc.	Books (\$176.10)	"
Farmers National Bank, Canfield	120	"
First Federal Savings & Loan	150	"
First Federal Savings Bank, Gir.	150	"
T. Geoffrey Gay - Susan M. Bean	100	"
Gorant Candies, Inc.	120	"
Mahoning National Bank	150	"
McDonald's	Certificates (\$147.00)	"
McKinley Federal S&L	150	"
The New American Library	Books (\$363.00)	"
J.C. Penney Co.	120	"
The Quota Club of Youngstown	50	"
Random House, Inc.	Dictionaries (\$269.10)	"

<u>DONOR</u>	<u>AM'T. AND/OR DESCRIPTION</u>	<u>RESTRICTION OR PURPOSE OF GIFT</u>
The Three Arts Club	\$ 25	English Festival
Twice-Loved Books & Gallery	120	"
University Food Service	150	"
Judith Varveris	25	"
Viking Penguin, Inc.	Books (\$220.60)	"
Simon & Schuster	Dictionaries (\$269.10)	"
Western Reserve Bank, Lowellville	105	"
The Youngstown Playhouse	Season Tickets (\$150.00)	"
Newman Center	235	YSU Scholarships
Central Scientific Co.	Gift Certificates (\$225.00)	1984 YSU Physics Olympics
East Ohio Gas Co.	50	"
Anonymous	50	"
Fischer Scientific Co.	24 Metersticks Value, \$18.50	"
John Wiley	Books Value, \$40.00	"
Stephen Hanzely	Book Value, \$10.00	"
Doubleday and Co.	Book Value, \$16.00	"
Freeman Press Co.	Books Value, \$60.00	"
Dover Publishing Co.	Book Value, \$4.95	"
Ohio Scientific, Inc.	Books Value, \$18.90	"

<u>DONOR</u>	<u>AM'T. AND/OR DESCRIPTION</u>	<u>RESTRICTION OR PURPOSE OF GIFT</u>
William McMaster	\$ 20	WYSU
Jocelyn Darling	2	"
Elizabeth Stewart	20	"
Josef Mayer	30	"
W. W. McClelland	30	"
Annelies Dziadyka	50	"
Karen Chikosky	5	"
Dorothy G. Mettler	25	"
Rev. Eugene J. Dougherty	20	"
Emery E. Ellis	20	"
Robert A. Fellabaum	20	"
John S. Meyers, Jr.	10	"
Kenneth E. Moore	25	"
Robert S. Munn	25	"
James E. Ray	40	"
John F. Stone	10	"
Robert G. Woodall	15	"
Lorena Coale	100	"
Vincent Forte	50	"
William Holt	10	"
Mary Loomis	20	"
Helen J. Adamiak	10	"
Robert Edeburn	30	"
Wilheleme Bixler Greene	10	"
Rosemarie Kascher	15	"
Richard Patterson	25	"
W. G. Quast	50	"
Mrs. D. W. Smith	60	"



<u>DONOR</u>	<u>AM'T. AND/OR DESCRIPTION</u>	<u>RESTRICTION OR PURPOSE OF GIFT</u>
Catherine M. Bacigal	\$ 10	WYSU
Elizabeth E. Newell	10	"
Dr. Victor Jurczenko	25	"
Alma R. Thomas	10	"
Alice H. Cooper	5	"
Phyllis Landau	100	"
Shirley Buck Welton	40	"
Ardith Henderson	10	"
Louis Zona	25	"
Eva Mergl	20	"
Robert Doyle	5	"
Marian H. Stewart	15	"
Jnana Hodson	25	"
Barbara Brock	25	"
Judith R. Collens	100	"
Carol P. Good	25	"
J. J. Cafaro	500	"
Isadore Mendel, M.D.	100	"

Total WYSU Gifts	\$ 1,797
Total English Festival (Cash & Prizes)	\$ 5,154
Total All Other	\$19,802
Total Gifts	<u>\$26,753</u>


## AGREEMENT ON CONFLICT RESOLUTION


1. Youngstown State University (hereinafter "the University") and the Youngstown State University Chapter of the Ohio Education Association (hereinafter "the Association") hereby agree under the authority of Ohio Revised Code 4117.14 and 4117.14(C)(1)(f) to the mode of conflict resolution specified herein to supersede and replace the conflict resolution provisions of Ohio Revised Code 4117.14 for the 1984 negotiations mandated by Article 3.3 ("Wage Reopener") of the 1982-86 YSU/YSU-OEA Agreement.
2. If the parties have not reached agreement on a settlement of the issues specified in Article 3.3 of the Agreement by April 30, 1984, they shall jointly designate a Mediator to assist in the negotiations. The parties agree that Dr. John E. Drotning of Cleveland shall serve as Mediator, and that following execution of this Agreement they shall confirm to him in writing his designation as Mediator if the negotiations have not been completed by April 30, 1984.
3. The role of the Mediator shall be to fulfill the functions assigned to both the Mediator and the fact-finding panel under the provisions of Ohio Revised Code 4117.14. Specifically, he shall
  - (A) as Mediator, seek to help the parties resolve their differences and reach agreement; and
  - (B) as fact-finder, (if the parties have not reached agreement, but not later than May 12)
    - (1) review the provisions of Article 3.3 of the 1982-86 YSU/YSU-OEA Agreement, the proposals and ancillary documentation provided by the parties, in order to evaluate the negotiations that have occurred;
    - (2) develop and share informally with the parties a recommended final settlement; and (if agreement has not been reached),
    - (3) present to the parties a formal, written recommended final settlement on the issues specified in Article 3.3 of the Agreement.
4. The recommended final settlement described in item 3(B)(3) above shall be implemented unless, within seven (7) days following the receipt by the parties of the Mediator's recommended final settlement either the University's Board of Trustees or the faculty bargaining unit represented by the Association reject the recommended final settlement by a 3/5 majority of its total membership, in accordance with the provisions of Ohio Revised Code 4117.14, and SERB rules.

5. The Mediator/Fact-Finder shall not discuss the negotiations, mediation, or fact-finding with anyone but the designated representatives of the parties, except that, if fact-finding occurs, he shall share his findings of fact and recommendations with SERB.
6. The parties agree that mediation and fact-finding shall be completed no later than May 19, 1984, and that the Fact-Finder will have submitted his findings of fact and recommendations by that date.
7. In the event that one or both parties reject the Fact-Finder's recommended settlement, then SERB shall publicize the findings of fact and the Fact-Finder's recommendations in accordance with O. R. C. 4117.14(C)(6).
8. The parties will share the costs of the Mediator/Fact-Finder equally.

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Stephen Hanzely  
Chief Negotiator

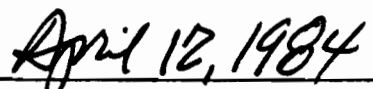
  
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Thomas A. Shipka  
President

  
\_\_\_\_\_  
(date)

FOR THE UNIVERSITY:

  
\_\_\_\_\_  
Taylor Alderman  
Chief Negotiator

  
\_\_\_\_\_  
Neil D. Humphrey  
Acting President

  
\_\_\_\_\_  
(date)

TENTATIVE AGREEMENT

between

YOUNGSTOWN STATE UNIVERSITY

and

NORTHERN OHIO PATROLMEN'S

BENEVOLENT ASSOCIATION

1984-1987

APR 10 1984

YSU BOARD OF TRUSTEES  
April 27, 1984  
Exhibit D

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APR 10 1984

EXHIBIT D

1 ARTICLE 1: "Agreement and Recognition"  
2  
3 1.1: This is an Agreement by and between  
4 Youngstown State University (hereinafter  
5 referred to as the University) and the  
6 Northern Ohio Patrolmen's Benevolent  
7 Association (hereinafter referred to as  
8 the NOPBA). The purpose of this Agreement  
9 is to describe the terms and conditions of  
10 employment of the members of the bargaining  
11 unit defined in Article 2.  
12  
13 1.2: The University hereby recognizes the NOPBA  
14 ~~Association~~ as the exclusive representative  
15 of the members of the bargaining unit defined  
16 in Article 2. "Exclusive recognition" is  
17 granted under the provisions of and in  
18 accordance with Ohio Revised Code 4117.  
19  
20 1.3: This Agreement is the sole and only  
21 Agreement between the parties.  
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APR 10 1984

EXHIBIT 0

1 ARTICLE 2: "Scope of Unit"  
2  
3 2.1: The bargaining unit shall include  
4 all regularly employed full-time members  
5 of the classified staff of the Campus  
6 Security Department of Youngstown State  
7 University who are classified as ~~Campus~~  
8 ~~Security Officer 1, Campus Security Officer~~  
9 ~~2, Campus Security Dispatcher 1, Campus~~  
10 ~~Security Dispatcher 2, and Campus Security~~  
11 Investigator.  
12  
13 2.2: Members of the bargaining unit  
14 classified as ~~Campus Security Officer 1~~ include,  
15 those employees classified as Police Officer 1  
16 immediately prior to the effective date  
17 of this Agreement. Members of the bargaining  
18 unit classified as ~~Campus Security Officer 2~~  
19 include those employees classified as  
20 Police Officer 2 immediately prior to the  
21 effective date of this Agreement. Members  
22 of the bargaining unit who are classified  
23 as ~~Campus Security Dispatcher 1~~ include those  
24 employees classified as Radio Dispatcher 1  
25 immediately prior to the effective date of  
26 this Agreement. Members of the bargaining  
27 unit classified as ~~Campus Security~~  
28 ~~Dispatcher 2~~ include those employees  
29 classified as Radio Dispatcher 2 immediately  
30 prior to the effective date of this  
31 Agreement. Members of the bargaining unit  
32 who are classified as ~~Campus Security~~  
33 Investigator include those employees  
34 classified as Criminal Investigator 1  
35 immediately prior to the effective date of this  
36 Agreement.  
37  
38 2.3: A ~~Campus Security Officer 1~~ patrols  
39 campus grounds and buildings and University  
40 property to protect lives and property; prevents  
41 crimes and enforces laws; investigates crimes;  
42 makes arrests; testifies in court; directs  
43 traffic; prepares reports; and performs  
44 other reasonably related duties as assigned.  
45

CORRECTION:  
HERE AND ELSEWHERE, REFER-  
ENCES TO "CAMPUS SECURITY  
OFFICER" SHOULD READ "UNI-  
VERSITY POLICE OFFICER."

FURTHER, REFERENCES TO  
"CAMPUS SECURITY DIS-  
PATCHER" SHOULD READ  
"UNIVERSITY DISPATCHER,"  
AND REFERENCES TO  
"CAMPUS SECURITY INVEST-  
IGATOR" SHOULD READ  
"UNIVERSITY CRIMINAL  
INVESTIGATOR."



1 2.4: A ~~Campus Security~~ Officer 2 performs the  
2 duties specified above for a ~~Campus Security~~  
3 Officer 1 and in addition may be assigned  
4 functional supervision over ~~Campus Security~~  
5 Officers 1 and ~~Campus Security~~ Dispatchers,  
6 making assignments, training personnel,  
7 monitoring work performance, etc.; a  
8 ~~Campus Security~~ Officer 2 performs other  
9 reasonably related duties as assigned.

10

11 2.5: A ~~Campus Security~~ Dispatcher 1  
12 receives and transmits radio communications  
13 dispatching personnel and equipment;  
14 maintains attendance records; receives  
15 and records telephone calls; operates  
16 computer terminal receiving and transmitting  
17 messages; maintains communication log; and  
18 performs other reasonably related duties.

19

20 2.6: A ~~Campus Security~~ Dispatcher 2  
21 performs the duties specified above for  
22 a ~~Campus Security~~ Dispatcher 1 and in  
23 addition exercises functional supervision  
24 over ~~Campus Security~~ Dispatchers 1, making  
25 assignments, training personnel, monitoring  
26 work performance, etc.; a ~~Campus Security~~  
27 Dispatcher 2 performs other reasonably  
28 related duties as assigned.

29

30 2.7: A ~~Campus Security~~ Investigator  
31 investigates criminal activities; gathers  
32 evidence; locates and interviews witnesses,  
33 suspects and others; prepares and submits  
34 investigation reports; makes arrests; takes  
35 confessions and testifies in court; attends  
36 and/or conducts training sessions; and  
37 performs other reasonably related duties  
38 as assigned.

39

40 2.8: Excluded from the bargaining unit shall  
41 be all unclassified (Professional/Administra-  
42 tive) staff members, all clerical and/or  
43 secretarial personnel, all intermittent and/or  
44 part-time personnel, students serving as  
45 student assistants, and all supervisory staff



1 classified as sergeant, university law  
2 enforcement supervisor, criminal investigator  
3 supervisor, or higher.

4  
5 2.9: Also excluded from the bargaining unit  
6 shall be all employees of the University  
7 who are not defined as "public employees"  
8 under the provisions of Ohio Revised Code 4117,  
9 (Am. Sub. S.B. No. 133) as defined by said  
10 statute and by applicable rules, regulations,  
11 orders, and judicial interpretations issued  
12 promulgated, and/or rendered thereunder  
13 during the term of this Agreement.

14  
15 2.10: Detailed descriptions of duties  
16 for each member of the bargaining unit  
17 appear on individual position descriptions  
18 maintained in official personnel files.

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1 ARTICLE 3: "Term of Agreement"

2  
3 This Agreement shall, following ratification  
4 by the parties, become effective at 12:01 a.m.  
5 on April 1, 1984, and shall remain in effect  
6 through 11:59 p.m. on March 31, 1987.  
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APR 10 1984

EXHIBIT D

1 ARTICLE 4: "Pay"

2

3 4.1: Base Pay: The hourly rates of pay for  
4 members of the bargaining unit shall be those  
5 specified in Appendices A, B, C, and D to  
6 this Agreement. Each member of the bargaining  
7 unit who successfully completes the probationary  
8 period shall at that time be advanced to the  
9 next step and shall thereafter advance to the  
10 next highest step on the anniversary of his  
11 or her last step increase. Each member of  
12 the bargaining unit who is promoted to a  
13 higher classification within the bargaining  
14 unit shall be paid at the lowest step in the  
15 higher pay range which provides him at least  
16 a 4% increase in base rate of pay.

17

18 4.2: Educational Increment: Each member  
19 of the bargaining unit who meets or has met  
20 specified standards of formal university  
21 or college training in police science or law  
22 enforcement administration, as approved by  
23 the University, shall receive an additional  
24 hourly pay increment as follows:

25

26	LEVEL OF	HOURLY PAY
27	<u>EDUCATION</u>	<u>INCREMENT</u>

28

29	A. Completion with grades	
30	of C or better of 24	
31	quarter hours of courses	
32	for academic credit in	
33	law enforcement	
34	administration or police	
35	science.	10¢

36

37	B. Receipt of an associate	
38	degree for completion of	
39	an approved two-year	
40	program in law enforce-	
41	ment administration or	
42	police science.	20¢

43

44

45

1 C. Receipt of a baccalaureate  
2 degree for completion of  
3 an approved four-year  
4 program in law enforcement  
5 administration or police  
6 science.

40¢

7  
8 Within thirty days following ratification  
9 of this Agreement, the University will  
10 provide all members of the bargaining unit  
11 with a list of courses offered by the  
12 Criminal Justice Department of the University  
13 which qualify for the requirement stipulated  
14 in Section A above. Each member of the  
15 bargaining unit who believes he or she is  
16 entitled to an hourly pay increment under  
17 the provisions of this article shall provide  
18 the University with an official copy of his  
19 or her college or university transcript as  
20 a necessary precondition to receiving the  
21 stipulated pay increment. Correspondence  
22 courses, credit for life experience or  
23 professional experience, and credit by  
24 examination shall not qualify for the  
25 Educational Increment. An employee who has  
26 qualified or subsequently qualifies for  
27 more than one of the three levels of  
28 Educational Increment shall be paid only for  
29 the highest level achieved.

30  
31 4.3: Longevity Pay: Beginning on the first  
32 day of the pay period within which the  
33 employee completes five years of total service  
34 with the University, the state government or  
35 any of its political subdivisions, each  
36 employee shall receive an automatic salary  
37 adjustment equivalent to two and one-half  
38 per cent of the classification salary base,  
39 to the nearest whole cent. Each employee  
40 shall receive thereafter an annual adjustment  
41 equivalent to one-half of one per cent of  
42 his classification salary base, to the nearest  
43 whole cent, for each additional year of  
44 qualified employment until a maximum of ten  
45 per cent of the employee's classification

1 salary base is reached. The granting of  
2 longevity adjustments shall not be affected  
3 by promotion, demotion, or other changes  
4 in classification held by the employee, nor  
5 by any change in pay range for his class.  
6 Longevity pay adjustments shall become  
7 effective at the beginning of the pay  
8 period within which the employee completes  
9 the necessary length of service. Time  
10 spent on authorized leave of absence shall  
11 be counted for this purpose.

12  
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16

17 4.4: The provisions of this article are  
18 based upon the provisions specified in the  
19 "Agreement" signed by the parties on  
20 January 24, 1984, and appended to the total  
21 Agreement as Appendix E. The parties agree  
22 that in the event the provisions of said  
23 Appendix E are overturned or altered by a  
24 court of proper jurisdiction, or other agency  
25 or board deemed to have proper authority, the  
26 provisions of Article 4 shall immediately  
27 be null and void under the provisions of  
28 Article 29 ("Separability").

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ARTICLE 5: "Insurance"

5.1: The University agrees that for the duration of this Agreement it shall provide free of cost for each bargaining unit member the coverage for term life insurance, accidental death and dismemberment insurance, hospital insurance, and major medical insurance specified in the Employee Benefit Plan for Faculty and Staff booklet. Also, the present dental coverage shall continue to be in effect.

5.2: If the University during the term of this Agreement extends additional insurance benefits to members of the bargaining unit currently represented by the Ohio Civil Service Employees Association (OCSEA) and the Youngstown State University Chapter of the Ohio Civil Service Employees Association (YSU-OCSEA), these additional benefits shall automatically be extended to members of the NOPBA bargaining unit. This provision shall apply also to the dental assistance plan presently in effect for members of the bargaining unit represented by OCSEA/YSU-OCSEA. However, in no event shall the insurance benefits specified in Article 5.1 above be reduced for members of the bargaining unit represented by NOPBA during the term of this Agreement.

5.3: If an employee is on Leave Without Pay because of illness or injury following exhaustion of all his/her accrued vacation and sick leave, the University will continue to provide the insurance benefits specified in Section 1 at no cost to the employee for a period of up to one year.

EXHIBIT 2

1 5.4: Catastrophe Benefits: Any member of the  
2 bargaining unit who is wounded by gunshot  
3 while performing his or her duties as a  
4 University employee and as a result is unable  
5 to perform his or her duties for a period of  
6 two months or longer, shall receive a  
7 lump-sum payment of five thousand dollars  
8 (\$5,000). If a member of the bargaining  
9 unit is killed by gunshot while performing  
10 his or her duties as a University employee,  
11 or dies within ninety days following and as  
12 a result of said gunshot wound, payment of  
13 five thousand dollars (\$5,000) shall be made  
14 to the estate of the bargaining unit member.  
15 Only one payment will be made for each  
16 incident involving one or more gunshot  
17 wounds. This provision shall not apply  
18 to any gunshot wound that is self-inflicted  
19 or inflicted by another member of the  
20 bargaining unit. An employee wounded by  
21 gunshot is subject to the physical exami-  
22 nation provided for in Article 21.9. In  
23 the event a member of the bargaining  
24 unit is killed by gunshot wound while  
25 performing his or her duties as a University  
26 employee, or dies within ninety (90)  
27 days following and as a result of said  
28 gunshot wound, the University will pay to  
29 the bargaining unit member's estate an  
30 amount equal to the cash value of all  
31 accrued but unused Sick Leave as of the  
32 date of death, computed at the employee's  
33 hourly rate of pay on his or her last day  
34 in active pay status.  
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EXHIBIT D

1 ARTICLE 6: "Grievance Procedure"

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3 6.1: Definition: The purpose of this Article  
4 is to set forth a prompt and equitable method  
5 for resolving disputes between the parties  
6 during the term of this Agreement. Under  
7 this Article, a member(s) of the bargaining  
8 unit or the NOPBA may file a grievance in  
9 which he/she claims there has been a  
10 violation of this Agreement. Nothing in  
11 this Article is intended to discourage or  
12 prohibit informal discussion of a dispute  
13 prior to the filing of a formal grievance.  
14

15 6.2: Procedure: A grievance is filed at  
16 Step 1 unless the parties agree that it is  
17 properly initiated at Step 2 or Step 3. A  
18 grievance is filed on the form which appears  
19 in Appendix F to this Agreement, after the  
20 grievant secures a grievance number from the  
21 Vice President--Personnel Services or his  
22 designee. A grievance must be filed no  
23 later than twelve (12) days following the  
24 grievable occurrence, or within twelve (12)  
25 days after the date on which the grievant  
26 became aware of it. (All references to  
27 "days" are to calendar days.) The time  
28 limits specified in this article may be  
29 extended by the parties upon mutual agreement  
30 to do so. If the grievant fails to appeal  
31 a disposition of a grievance within the  
32 specified time limit, the grievance shall be  
33 considered settled on the basis of the last  
34 disposition by the University.  
35

36 6.3: Grievance Hearings: Each grievance  
37 hearing will be conducted by the designated  
38 administrator in an effort to determine what  
39 if any violation of this Agreement has  
40 occurred. Hearings will be attended by the  
41 grievant and by a representative designated  
42 by the NOPBA. Grievance hearings will not  
43 be scheduled during the paid working hours  
44 of the grievant or any other bargaining  
45 unit member who participates as a union



EXHIBIT D



1 representative, and bargaining unit members  
2 participating in grievance hearings shall  
3 not be paid for the time so spent. However,  
4 within these limitations, the University  
5 will to the extent feasible seek to schedule  
6 hearings at convenient times.

7  
8 6.4: Independent Grievances: An employee  
9 shall have the right at any time to present  
10 a grievance to the University, and to have  
11 such grievance adjusted without the  
12 intervention of the ~~Union or Union~~  
13 representative, provided that the adjustment  
14 is consistent with the terms of the Agreement;  
15 and provided that the ~~Union~~ has been given  
16 the opportunity to have a representative  
17 present at such hearings and adjustments.

NOPBA or NOPBA

NOPBA

18  
19 6.5: Step 1: Within twelve (12) days  
20 following an occurrence the grievant  
21 believes to be a violation of this Agreement,  
22 the grievant may formally file a grievance  
23 by securing a grievance number from the  
24 Vice President--Personnel Services or his  
25 designee, by completing a Grievance Form,  
26 and by submitting the completed form to the  
27 Director of Campus Security, with a copy  
28 to the Vice President--Personnel Services or  
29 his designee. Within seven (7) days after  
30 receiving the grievance, the Director will  
31 hold a grievance hearing, and within seven (7)  
32 days following the hearing he will complete  
33 a Grievance Disposition Form, distributing  
34 the original to the grievant and providing  
35 a copy to the Union. Within seven (7) days  
36 following receipt of the Director's Step 1  
37 disposition, the grievant may appeal the  
38 disposition to Step 2 by completing and  
39 distributing a Grievance Disposition Reaction  
40 Form.

41  
42 6.6: Step 2: Within seven (7) days  
43 following receipt of an appeal from a Step 1  
44 disposition, the Dean--Administrative Services  
45 will either hold a grievance hearing or

1 complete and distribute a Grievance Disposition  
2 Form, in the latter case providing the  
3 original to the grievant and a copy to the  
4 Union. If the Dean--Administrative Services  
5 holds a grievance hearing, he shall execute  
6 and distribute a Grievance Disposition  
7 Form within seven (7) days following the  
8 hearing. A hearing is required if the  
9 grievance is filed initially at Step 2.  
10 Within seven (7) days following receipt of  
11 the Dean's Step 2 disposition, the grievant  
12 may appeal the disposition to Step 3 by  
13 completing and distributing a Grievance  
14 Disposition Reaction Form.

15  
16 6.7: Step 3: Within seven (7) days  
17 following the receipt of an appeal from  
18 Step 2, the Vice President--Personnel  
19 Services or his designee shall either hold  
20 a grievance hearing or complete and  
21 distribute a Grievance Disposition Form,  
22 in the latter case providing the original  
23 to the grievant and a copy to the Union.  
24 If the Vice President--Personnel Services  
25 holds a grievance hearing, he shall complete  
26 and distribute a Grievance Disposition Form  
27 within seven (7) days following the hearing.  
28 A hearing is required if the grievance  
29 originates at Step 3.

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1 6.8: Step 4: Within seven (7) days  
2 following receipt of the Vice President's  
3 Step 3 disposition, the grievant may appeal  
4 the disposition to Step 4 by completing a  
5 Grievance Disposition Reaction Form and  
6 hand-delivering it to the office of the  
7 Vice President--Personnel Services. The  
8 grievance will be advanced to binding  
9 arbitration if the NOPBA supports the  
10 arbitration of the grievance by so  
11 advising the Vice President--Personnel  
12 Services, in writing, not later than thirty  
13 (30) days following the timely hand-delivering  
14 of the grievant's appeal to Step 4 to the  
15 office of the Vice President--Personnel  
16 Services.

17  
18 6.9: Selection of Arbitrator: Representa-  
19 tives of the University and the NOPBA will  
20 confer promptly to select an arbitrator. If  
21 they cannot agree upon an arbitrator, a list  
22 shall be secured from FMCS or AAA and  
23 reviewed. If they cannot agree upon an  
24 arbitrator, a second list shall be secured  
25 from FMCS or AAA and they shall choose an  
26 arbitrator from this list.

27  
28 6.10: Arbitrability: The following matters  
29 are not arbitrable: ~~suspensions of three~~  
30 ~~days or less,~~ the removal of a probationary  
31 employee, alleged violations of Article 12.1  
32 ("Non-Discrimination"), any matter subject  
33 to the jurisdiction of the Ohio State  
34 Personnel Board of Review, and any matter  
35 not directly relating to the meaning  
36 and application of the terms of this  
37 Agreement. If there is a question concerning  
38 arbitrability, either party may request that  
39 the arbitrator rule on the arbitrability  
40 of the grievance. If the arbitrator finds  
41 the grievance to be arbitrable, he or she  
42 shall proceed to hold a hearing on the merits  
43 of the grievance.

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1 6.11: Arbitrator's Authority: The  
2 arbitrator shall have no power or authority  
3 to add to, subtract from, or in any manner,  
4 alter the specific terms of this Agreement  
5 or to make any award requiring the  
6 commission of any act prohibited by law  
7 or to make any award that itself is contrary  
8 to law or violates any of the terms and  
9 conditions of this Agreement.

10  
11 6.12: Costs: Arbitration hearings will be  
12 held on the University campus, in facilities  
13 provided at no cost by the University.  
14 The fees and expenses of the arbitrator  
15 shall be shared equally by the parties.  
16 Other expenses will be borne by the party  
17 incurring them.

18  
19 6.13: A bargaining unit member requested  
20 to appear at an arbitration hearing by  
21 either party shall attend. If this occurs  
22 during his or her regularly scheduled shift,  
23 he or she shall be paid at the regular  
24 rate. Any request for the attendance of  
25 witnesses shall be made in good faith, and  
26 at no time shall more than five (5)  
27 bargaining unit members be present on  
28 behalf of and/or at the request of the  
29 NOPBA.

30  
31 6.14: Award: The arbitrator's decision  
32 and award will be in writing and delivered  
33 within thirty (30) days from the date the  
34 record is closed. The decision of the  
35 arbitrator shall be final and binding upon  
36 the parties.

37  
38 6.15: Other Cases: The provisions of this  
39 article shall be available to the University  
40 to resolve disagreements with the NOPBA  
41 concerning the terms of this Agreement,  
42 following the submission in writing to  
43 NOPBA of the matter of disagreement and a  
44 meeting of the parties in lieu of the Step 3  
45 hearing provided herein.

1 6.16: The parties intend that in accordance  
2 with the provisions of Ohio Revised Code  
3 4117.10(A), the Ohio State Personnel Board  
4 of Review shall have no jurisdiction during  
5 the term of this Agreement over any matter  
6 addressed by the provisions of this Agreement.  
7 Therefore, any provision of this Agreement  
8 which becomes subject to the jurisdiction  
9 of the Ohio State Personnel Board of Review  
10 during the term of this Agreement shall no  
11 longer be arbitrable under the negotiated  
12 grievance procedure described in Article  
13 6.8-6.15. This is in accordance with the  
14 provisions of Article 29 ("Separability").  
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1 ARTICLE 7: "University/NOPBA Relations  
2 and Responsibilities"  
3

4 7.1: The parties agree that it is desirable  
5 that they develop and maintain a working  
6 relationship of mutual respect. The parties  
7 agree further that each party shall be  
8 totally free of interference from the other  
9 in the selection of individuals designated  
10 to fulfill the various responsibilities of  
11 each party described in this Agreement.  
12 Finally, the parties affirm their mutual  
13 commitment to the principle that each  
14 party to the Agreement shall provide whatever  
15 financial or human resources necessary to  
16 fulfill its obligations under this Agreement.  
17 The NOPBA agrees that there shall be no  
18 NOPBA activity during paid working hours,  
19 except as explicitly provided for by this  
20 Agreement. The University agrees that it  
21 shall take appropriate steps to see that  
22 all employees shall have the opportunity  
23 to enjoy the provisions of this Agreement,  
24 regardless of their scheduled working hours  
25 subject to specific provisions elsewhere  
26 in this Agreement.

27  
28 7.2: Representatives of the University and  
29 the NOPBA shall meet regularly at mutually  
30 convenient times to discuss informally  
31 matters of mutual concern. Either party  
32 may formally request that a specific topic  
33 be discussed, providing the request is made  
34 in writing a minimum of five (5) working  
35 days prior to the scheduled meeting. There  
36 shall be no obligation on the part of the  
37 University or the NOPBA to renegotiate or  
38 reopen any provisions of this Agreement  
39 during any meeting with representatives of  
40 the other party.

41  
42 7.3: A leave of up to five days each shall  
43 be granted to no more than two duly elected  
44 delegates of the Youngstown State University  
45 chapter of the NOPBA to attend the NOPBA's

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1 conventions, once each two years. A  
2 minimum of thirty (30) days written notice  
3 shall be provided to the University prior  
4 to taking such leave. Leave for this  
5 purpose shall be unpaid leave.  
6  
7 7.4: If the University fills one or more  
8 positions of University Police Officer 2  
9 or Campus Security Dispatcher 2, it will  
10 consider qualified applicants from within  
11 the bargaining unit before considering  
12 candidates who are not members of the bargaining  
13 unit.  
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1 ARTICLE 8: "Retained Rights"

2  
3 The University retains all rights necessary  
4 to operate the University, except as those  
5 rights may be modified by the provisions of  
6 this Agreement. These retained rights  
7 include but are not necessarily limited to  
8 the general grant of authority specified  
9 in Ohio Revised Code 3356. These retained  
10 rights include but are not necessarily  
11 limited to those rights commonly known as  
12 management rights, which are delineated in  
13 Ohio Revised Code 4117 (Am. Sub. S.B. 133).  
14 These retained rights include but are not  
15 necessarily limited to the right to

16  
17 1) Conduct and grade civil service  
18 examinations, rate candidates,  
19 establish eligibility lists; and make  
20 original appointments therefrom; or,  
21 alternatively, to post announcements  
22 for positions to be filled by original  
23 appointment from among qualified  
24 applicants responding to the posting,  
25 and to make appointments from the  
26 pool of applicants;

27  
28 2) Determine matters of inherent  
29 managerial policy which include, but  
30 are not limited to areas of discretion  
31 or policy such as the functions and  
32 programs of the public employer,  
33 standards of services, its overall  
34 budget, utilization of technology,  
35 and organizational structure;

36  
37 3) Direct, supervise, evaluate, or  
38 hire employees;

39  
40 4) Maintain and improve the efficiency  
41 and effectiveness of governmental  
42 operations;

43  
44 5) Determine the overall methods,  
45 process, means, or personnel by which



- 1 governmental operations are to be  
2 conducted;  
3  
4 6) Suspend, discipline, demote, or  
5 discharge for just cause, or layoff,  
6 transfer, assign, schedule, promote,  
7 or retain employees;  
8  
9 7) Determine the adequacy of the  
10 work force;  
11  
12 8) Determine the overall mission  
13 of the employer as a unit of  
14 government;  
15  
16 9) Effectively manage the work force;  
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18 10) Take actions to carry out the  
19 mission of the public employer as a  
20 governmental unit.  
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EXHIBIT   D

1 ARTICLE 9: "NOPBA Rights"  
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3 9.1: In addition to other rights and  
4 privileges accorded to the NOPBA elsewhere  
5 in this Agreement, the NOPBA shall have the  
6 rights specified in this article for  
7 activities related to the administration of  
8 this Agreement and the members of the  
9 bargaining unit defined herein.

10  
11 9.2: Duly authorized representatives of  
12 the NOPBA shall have access to the University  
13 premises for the purpose of transacting  
14 official NOPBA business consistent with the  
15 Agreement, providing this shall not interfere  
16 with or disrupt the normal conduct of  
17 University affairs.

18  
19 9.3: The NOPBA shall be permitted reasonable  
20 use of University rooms for meetings on the  
21 same basis as other employee groups, e.g.,  
22 the YSU-OEA.

23  
24 9.4: The NOPBA shall be permitted exclusive  
25 use of one University bulletin board in  
26 Campus Security, and reasonable access to  
27 mailboxes, and mail service for communication  
28 with members of the bargaining unit.

29  
30 9.5: The NOPBA shall have the right to  
31 utilize Central Services for the duplication  
32 of printed matter on the same basis as  
33 other employee organizations, provided the  
34 University is paid for such duplication.

35  
36 9.6: Copies of this Agreement shall be  
37 printed at the University's expense and  
38 distributed to each member of the bargaining  
39 unit. The University shall provide the  
40 NOPBA with an additional twenty-five (25)  
41 copies. The NOPBA may purchase additional  
42 copies at the University's cost of  
43 production.

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EXHIBIT 2

1 ARTICLE 10: "Dues Deduction"

2  
3 10.1: Upon receipt of written authorization  
4 of payroll deduction, the University will  
5 deduct from the first paycheck of each month  
6 Union dues and assessments in the amount  
7 specified by the Union from the paycheck of  
8 a bargaining unit member. Dues so deducted  
9 will be forwarded within 30 days to the  
10 officer specified in writing by the NOPBA.

11  
12 10.2: Payroll deduction of dues will not  
13 be available to members of the bargaining  
14 unit for any organization other than NOPBA.

15  
16 10.3:

University

17 The NOPBA hereby agrees to hold the ~~Employer~~  
harmless from any and all liabilities or damages which may arise  
from the performance of its obligations under this Article and  
the NOPBA shall indemnify the ~~Employer~~ for any such liabilities  
or damages that may arise.

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EXHIBIT D

1 ARTICLE 11: "Fair Share Fee"

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3 In accordance with the provisions of O.R.C.  
4 4117.09, each member of the bargaining unit  
5 who is not a member of NOPBA shall have a  
6 "fair share fee" identical to NOPBA  
7 membership dues deducted from his or her  
8 pay and forwarded to NOPBA. This provision  
9 shall be in effect for newly hired  
10 bargaining unit members sixty (60) days  
11 after the effective date of appointment to  
12 the staff of Campus Security. NOPBA will  
13 certify to the University the amount of  
14 regular membership dues to which the "fair  
15 share fee" is to be equal.  
16

University

The NOPBA hereby agrees to hold the ~~Employer~~  
harmless from any and all liabilities or damages which may arise  
from the performance of its obligations under this Article and  
the NOPBA shall indemnify the ~~Employer~~ for any such liabilities  
or damages that may arise.

University

17 Members of  
18 the bargaining unit who are opposed on  
19 religious grounds to joining or financially  
20 supporting employee organizations are  
21 exempt from this provision, following  
22 certification of their status by the  
23 State Employment Relations Board.  
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EXHIBIT 0

1 ARTICLE 12: "Non-Discrimination"  
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3 12.1: The University and the NOPBA agree  
4 not to discriminate against any employee on  
5 the basis of race, religion, color, creed,  
6 national origin, age or sex. The parties  
7 agree further that various sources of relief  
8 are available to individuals who believe  
9 they have been the subject of unlawful  
10 discrimination. Alleged violations of  
11 Article 12.1 will not be processed under  
12 the provisions of Article 6 ("Grievance  
13 Procedure").  
14

15 12.2: The NOPBA expressly agrees that  
16 membership in the NOPBA is at the option  
17 of the employee and that it will not  
18 discriminate with respect to representation  
19 between members and nonmembers.  
20

21  
22 ARTICLE 13: "Headings"  
23

24 13.1: It is understood and agreed that the  
25 use of headings before Articles is for  
26 convenience only and that no heading shall  
27 be used in the interpretation of said  
28 Article nor affect any interpretation of  
29 any such Article.  
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1 ARTICLE 14: "Work Schedules"  
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3 14.1: Each member of the bargaining unit  
4 shall be scheduled to work eight consecutive  
5 hours a day and forty hours a week,  
6 consisting of five consecutive eight-hour  
7 days.  
8

9 14.2: Changes in employees' normal work  
10 schedules shall be posted in writing on a  
11 bulletin board in the department or work  
12 unit a minimum of ten (10) calendar days  
13 prior to the effective date of the change,  
14 except when earlier notification is mutually  
15 agreeable to the employee and the University,  
16 and except when changes are necessitated by  
17 emergency. The announcement shall specify  
18 the duration of the schedule change.  
19

20 14.3: The University may reassign employees  
21 from one shift to another when the University  
22 determines such action is necessary. In  
23 making such reassignments, the seniority,  
24 by classification of the employees  
25 involved, will govern and an employee may  
26 reject a reassignment provided he or she  
27 is senior, by classification, to another  
28 employee in the department who is qualified  
29 to perform the necessary work.  
30

31 14.4: For purposes of work schedules,  
32 seniority shall be calculated from the  
33 effective date of appointment of the  
34 employee's current period of uninterrupted  
35 service at present classification as a  
36 member of the regular full-time classified  
37 Civil Service staff of the University.  
38 (This means that if any member of the  
39 bargaining unit has left or been separated  
40 from the employment of the University and  
41 subsequently been reappointed to a different  
42 position in the University's classified  
43 Civil Service staff, his or her seniority  
44 for purposes of work schedules shall be  
45 calculated from the latest effective date



1 of employment at present classification  
2 as a member of the full-service classified  
3 Civil Service of the University.) Employee  
4 seniority lists shall be maintained by the  
5 University and will be furnished to the  
6 NOPBA during the months of October and  
7 March.

8  
9 14.5: The University reserves the right  
10 to determine the method whereby employees'  
11 arrival at and departure from work are  
12 recorded; such methods may include time  
13 clocks, sign-in sheets, or other methods  
14 as appropriate. No employee shall sign  
15 in or clock in for another employee.

16  
17 14.6: Employees who are late for work shall  
18 be docked no more than the time of tardiness.  
19 If an employee is occasionally tardy for  
20 work for a period of ten (10) minutes or  
21 less, the employee may request to make up  
22 the work missed on the day of tardiness  
23 at the end of his or her shift. Such  
24 request will not be unreasonably denied if  
25 the make-up is practicable in terms of the  
26 operation of the department or work area.  
27 It is understood that "occasionally" means  
28 no more than once monthly. It is also  
29 understood that abuse of this provision  
30 shall be grounds for denying all such  
31 requests to an individual, and that non-  
32 occasional tardiness may be grounds for  
33 disciplinary action.

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35 14.7: No employee shall work continuously  
36 for more than sixteen (16) hours, except  
37 when an emergency has been declared.

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1 ARTICLE 15: "Overtime"

2  
3 15.1: Employees who are in active pay status |  
4 for more than forty (40) hours in a given |  
5 week, at the direction of the University, |  
6 shall be paid overtime at 1.5 times regular |  
7 pay or, at the discretion of the employee, |  
8 receive compensatory time off at the rate |  
9 of 1.5 hours for each hour of overtime worked. |  
10 "Week" means the 168-hour period from 12:01 a.m. |  
11 on Sunday through midnight at the end of the |  
12 following Saturday. Compensatory time off |  
13 must be taken at a time mutually convenient |  
14 to the individual and the University, but no |  
15 later than 180 days after it is earned or |  
16 it is lost.

17  
18 15.2: An overtime opportunity exists when |  
19 the University needs the services of one or |  
20 more members of the bargaining unit for more |  
21 than forty (40) hours of work or active |  
22 pay status in a given week. The University |  
23 will rotate overtime opportunities among |  
24 members of the bargaining unit who regularly |  
25 perform the duties to be performed on an |  
26 overtime basis. The University will maintain |  
27 a roster of overtime assignments to members |  
28 of the bargaining unit, and will post the |  
29 roster in the Campus Security office. Overtime |  
30 shall be offered to the bargaining unit member |  
31 in the job classification needed who has the |  
32 least aggregate overtime credit for overtime |  
33 worked, refused, or credited.

34  
35 15.3: The overtime roster shall lapse on |  
36 December 31 of each year and be reestablished |  
37 effective January 1 of the following year.

38  
39 15.4: An employee who is offered but |  
40 refuses an overtime assignment shall be |  
41 credited on the roster with the amount of |  
42 overtime refused. Any employee who is absent |  
43 on voluntary leave without pay, when his or |  
44 her regular opportunity for overtime occurs,

45



1 shall be given overtime "absence credit"  
2 for purposes of overtime rotation as if he/she  
3 had received and accepted the overtime  
4 assignment, and this absence credit shall be  
5 posted. Absence credit shall not be posted  
6 when the employee is absent on vacation,  
7 compensatory time, sick leave, maternity  
8 leave, leave of absence (following  
9 exhaustion of sick leave) or other  
10 involuntary leave.

11  
12 15.5: When an employee works during hours  
13 outside his or her regularly scheduled  
14 work-day, and those additional hours do not  
15 abut his normal work-day, the employee shall  
16 be paid the larger of A) five hours of  
17 regular pay, or B) the actual number of hours  
18 worked at 1.5 times the employee's regular  
19 hourly rate of pay. This provision applies  
20 to appearances in court on behalf of the  
21 University.

22  
23 15.6: If an emergency occurs which results  
24 in the University having to assign members  
25 of the bargaining unit to additional duty or  
26 to modified schedules with less notification  
27 than is specified by Article 14.2 ("Work  
28 Schedules"), the University will provide  
29 affected bargaining unit members with as much  
30 advance notice as is feasible, will rotate  
31 overtime opportunities among bargaining unit  
32 members to the extent feasible, and the  
33 Vice President--Personnel Services will meet  
34 with the NOPBA promptly to discuss the  
35 nature of the emergency and the manner in  
36 which it was accommodated.

37  
38 15.7: A bargaining unit member who does not  
39 want to work regular, non-emergency overtime  
40 may waive his right to the rotational  
41 opportunity to work overtime established in  
42 this article.

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1 ARTICLE 16: "Holidays"

2

3 16.1: The University shall observe those  
4 legal holidays established by the State of  
5 Ohio or the Government of the United States.  
6 Those holidays as of April 1, 1984 are: the  
7 first day in January, the third Monday in  
8 January, the third Monday in February, the  
9 last Monday in May, the fourth day of July,  
10 the first Monday in September, the second  
11 Monday in October, the eleventh day of  
12 November, the fourth Thursday in November,  
13 and the twenty-fifth day of December.

14

15 16.2: For purposes of pay, holidays shall  
16 be those days enumerated in Article 16.1  
17 above, regardless of whether the University  
18 formally observes the holiday on that day  
19 or on another day. If an employee is not  
20 scheduled to work on a holiday, and has  
21 forty (40) hours in active pay status during  
22 the week in which the holiday falls, he or  
23 she shall be paid twelve times his or her  
24 hourly rate of pay for the holiday on which  
25 he or she did not work.

26

27

28

29

30 16.3: A member of the bargaining unit who  
31 is required to be on duty on a holiday  
32 observed by the University shall be paid  
33 an additional 1.5 times his hourly rate of  
34 pay if the duty falls within his regular  
35 40-hour work week. If a member of the  
36 bargaining unit is required to be on duty on  
37 December 25, and the University is not  
38 observing December 25 as a holiday, he or  
39 she shall be paid an additional 1.5 times  
40 his or her hourly rate of pay for work on  
41 December 25.

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1 ARTICLE 17: "Evaluations"  
2

3 17.1: All employees shall have their  
4 performance rated or evaluated twice during  
5 the probationary period. The first  
6 performance evaluation shall not be later  
7 than the conclusion of the first half of  
8 the probationary period. The second  
9 evaluation shall be prior to the end of the  
10 probationary period.

11  
12 17.2: Following the probationary performance  
13 evaluations, the employee's performance shall  
14 be evaluated once during each calendar  
15 year or anniversary year.

16  
17 17.3: The parties agree to the principle  
18 that it is the responsibility and the  
19 right of the University to formally evaluate  
20 the job performance of its employees.  
21 Changes in the performance evaluation form  
22 will be discussed with the NOPBA prior to  
23 adoption or implementation; such discussion  
24 will include providing the NOPBA with an  
25 opportunity to comment on any contemplated  
26 changes in format.

27  
28 17.4: The employee shall be required to  
29 sign his/her evaluation, but the signature  
30 shall indicate only that the employee has  
31 reviewed the evaluation. If the employee  
32 disagrees with the evaluation, the employee  
33 shall so indicate in the space provided  
34 above the signature block. The evaluation  
35 will not be modified after it has been  
36 completed and the employee has signed it.

37  
38 17.5: At the time of insertion into the  
39 employee's personnel file, a copy of the  
40 evaluation shall be provided to the employee  
41 by campus mail.

42  
43 17.6: If the employee believes his or her  
44 evaluation has been based upon inaccurate  
45 or incomplete information, he or she may



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1 forward a memorandum describing the  
2 disagreement with the evaluation to the  
3 Director of Classified Personnel, who will  
4 attach the employee's memorandum to the  
5 evaluation. The employee may also request  
6 that the Director of Classified Personnel  
7 review the areas of disputed accuracy or  
8 completeness; in this event, the Director  
9 of Classified Personnel will review the  
10 concerns of the employee and advise the  
11 employee in writing of the conclusions  
12 reached.

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1 ARTICLE 18: "Standards of Proficiency"  
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3 18.1: Members of the bargaining unit who are  
4 sworn police officers shall meet and maintain  
5 reasonable standards of proficiency and fitness,  
6 for office. Each sworn officer shall maintain  
7 certification by the Ohio Peace Officers  
8 Training Council in conformity with Ohio law.  
9 Each sworn officer shall annually demonstrate  
10 physical fitness and mental stability approp-  
11 riate to his or her position as a sworn off-  
12 icer. Each officer who at the direction of  
13 the University goes armed in the performance  
14 of his or her duty shall annually demonstrate  
15 his or her proficiency with the firearm he or  
16 she is directed to carry.  
17  
18 18.2: The University will make a reasonable  
19 effort to assist sworn peace officers in  
20 maintaining standards of proficiency.  
21  
22 18.3: The University will consult the NOPBA  
23 before finalizing or modifying standards to  
24 be utilized in measuring firearms proficiency,  
25 physical fitness, and mental stability.  
26  
27 18.4: The failure of a bargaining unit member  
28 to meet minimum standards in the four areas  
29 listed herein shall be grounds for reduction  
30 or transfer to another existing department in  
31 the University for which the individual  
32 possesses the qualifications, or for separation  
33 from the University.  
34  
35 18.5: The University will negotiate with  
36 NOPBA the standards of proficiency for  
37 physical fitness, mental stability, and  
38 firearms performance. Until such standards  
39 have been negotiated, the University will  
40 not separate or reduce an employee who fails  
41 to achieve stated standards of proficiency.  
42  
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1 ARTICLE 19: "Personnel Files"

2

3 19.1: An official personnel file shall be  
4 maintained in the office of the Director  
5 of Classified Personnel for each member of  
6 the bargaining unit. Personnel files are  
7 maintained in accordance with law, including  
8 Ohio Revised Code 1347 (the Ohio Privacy  
9 Act).

10

11 19.2: Each employee shall have access to  
12 his or her official personnel file at  
13 reasonable times. The University will also  
14 grant access to an employee's official  
15 personnel file to the employee's designated  
16 representative, upon written authorization of  
17 access by the employee.

18

19 19.3: An employee shall not be granted  
20 access to references written at the time  
21 of initial employment.

22

23 19.4: An employee who has reason to believe  
24 that there are inaccuracies in materials  
25 contained in his or her personnel file shall  
26 have the right to submit a memorandum to  
27 the Director of Classified Personnel  
28 requesting that the documents in question  
29 be reviewed to determine their appropriateness,  
30 in the personnel file.

31

32 19.5: The University shall promptly review  
33 requests received under the provisions of  
34 Article 19.4. If the University concludes that  
35 the material is inappropriate for retention  
36 in the employee's personnel file, the  
37 material shall be removed and the employee  
38 so informed. If the University concludes  
39 that the material is appropriate for retention  
40 in the file, the University shall so inform  
41 the employee; in this event the employee  
42 shall have the right to submit a written  
43 statement noting his or her objections to  
44 the material in question, and the Director  
45 of Classified Personnel shall attach the

1 employee's statement to the material  
2 objected to, and shall include a note in  
3 the personnel file indicating that any  
4 person reviewing the original material  
5 should also review the employee's objections  
6 to the material.

7  
8 19.6: An employee shall be given by campus  
9 mail a copy of any document which does  
10 not include as part of its normal  
11 distribution a copy to the individual,  
12 or which does not originate with the  
13 individual.

14  
15 19.7: Materials related to disciplinary  
16 action shall be removed from the individual's  
17 personnel file upon his/her written request,  
18 providing twelve (12) months have transpired  
19 since the insertion of the material into the  
20 employee's file without intervening  
21 occurrences of disciplinary action.

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1 ARTICLE 20: "Vacation"

2  
3 20.1: Each member of the bargaining unit  
4 earns annual vacation leave according to  
5 his or her number of years of service with  
6 the University or with any of the State  
7 of Ohio's political subdivisions as  
8 follows:

9	YEARS OF SERVICE	ANNUAL ACCRUAL
10	A. Less than 1. . . . .	None
11	B. 1 but less than 8. . . . .	80 hours
12	C. 8 but less than 15 . . . . .	120 hours
13	D. 15 but less than 25 . . . . .	160 hours
14	E. 25 or more . . . . .	200 hours
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26 Vacation is credited each bi-weekly pay  
27 period at the rate of 3.1 hours per pay  
28 period for those entitled to 80 hours of  
29 vacation per year; at 4.6 hours for those  
30 entitled to 120 hours per year; at 6.2 hours  
31 for those entitled to 160 hours per year;  
32 and at 7.7 for those entitled to 200 hours  
33 per year. An employee must be in active pay  
34 status at least 80 hours in a pay period in  
35 order to accrue the total designated  
36 vacation hours for that pay period. Vacation  
37 leave may accumulate to a maximum of that  
38 earned in three (3) years of service.  
39 Vacation in excess of this maximum is  
40 eliminated from the employee's vacation  
41 leave balance.

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1 20.2: The University shall notify an  
2 employee who is approaching the maximum  
3 permitted amount of accrued vacation.  
4 Notification shall be provided in writing  
5 by the Payroll or Classified Personnel  
6 Office to the employee.  
7

8 20.3: Employees going on vacation should  
9 submit a signed "Request for Leave" form  
10 two (2) weeks prior to the beginning of  
11 the vacation period.  
12

13 20.4: The parties agree that the University  
14 retains the right to reschedule vacations  
15 in the event of serious and unanticipated  
16 problems. Should rescheduling of a  
17 vacation be necessary, the employee shall  
18 be so informed by the Vice President--  
19 Personnel Services.  
20

21 20.5: An employee going on vacation may  
22 be paid for the vacation period in advance  
23 of the regular payday on which he/she  
24 would normally be paid for the vacation  
25 period, providing the employee has submitted  
26 the request in writing on a form to be  
27 provided by the University a minimum of  
28 thirty (30) days prior to the effective date  
29 of the vacation. Advance vacation pay shall  
30 be available to an employee for a minimum  
31 period of one week of vacation and only  
32 once during any calendar year. The advance  
33 pay will be available to the employee at  
34 the Payroll Office at the end of the  
35 employee's last working day prior to going  
36 on vacation. The advance vacation pay will  
37 be deducted from the subsequent paycheck(s)  
38 on which the employee would have received  
39 pay for the vacation period if the employee  
40 had not chosen advance vacation pay.  
41

42 20.6: The department head shall establish  
43 a system whereby the employee(s) in the  
44 department shall have the opportunity each  
45 year to indicate the times they wish to

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1 be on vacation. The system shall provide  
2 that the employee with greatest University  
3 seniority in a given job category in the  
4 department shall have first choice of  
5 vacation time, the employee with second  
6 greatest seniority shall have second  
7 choice, etc. The deadline for vacation  
8 sign-up shall be November 15 for vacations  
9 to be scheduled the next calendar year. An  
10 employee who fails to indicate a vacation  
11 schedule when his/her turn, based on  
12 seniority, comes up, shall be granted  
13 vacation at a time acceptable to the  
14 University. Vacation schedules may  
15 subsequently be changed when mutually agreed  
16 to by the employee and the department head.

17  
18 20.7: Once a department vacation schedule  
19 has been developed for the office, the  
20 schedule will be posted in the department.  
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1 ARTICLE 21: "Sick Leave"

2  
3 21.1: Sick leave is absence with pay  
4 authorized because of personal illness,  
5 pregnancy, injury, or exposure to contagious  
6 disease which could be communicated to  
7 other employees. Sick leave is also  
8 authorized for an illness in the employee's  
9 immediate family when the employee's  
10 presence is reasonably necessary for the  
11 health and welfare of the employee or  
12 affected family member; a physician's  
13 certification of the illness of the  
14 family member may be required if professional  
15 medical attention is required. Sick leave  
16 is also authorized for a maximum of five (5)  
17 days immediately following a death in the  
18 employee's immediate family. "Immediate  
19 family" means spouse, children, daughters-  
20 in-law, sons-in-law, grandchildren, parents,  
21 parents-in-law, grandparents, brothers,  
22 sisters, brothers-in-law, sisters-in-law,  
23 a legal guardian, or any person who stands  
24 in place of a parent (in loco parentis).

25  
26 21.2: Each member of the bargaining unit  
27 earns sick leave at the rate of four and  
28 six-tenths (4.6) hours for each eighty (80)  
29 hours of service. Sick leave is cumulative  
30 without limit.

31  
32 21.3: Sick leave may be used during any  
33 period of time during which the employee is  
34 scheduled to work for the University.  
35 Employees shall report all uses of sick  
36 leave on the Application for Leave form  
37 within three (3) working days following the  
38 individual's return to work; sick leave  
39 shall be reported also on the employee's  
40 bi-weekly pay card. Failure to report  
41 sick leave may result in disapproval of the  
42 sick leave.

43  
44 21.4: When an employee learns that he/she  
45 must use sick leave, the employee shall

1 promptly notify Campus Security,  
2 indicating the cause and probable  
3 duration of the sick leave as early as  
4 possible but no later than one (1) hour  
5 before the employee is scheduled to begin  
6 work.

7  
8 21.5: When an employee uses sick leave to  
9 visit a doctor or dentist, he/she shall  
10 provide written verification of the visit.  
11 The employee shall, whenever possible, inform  
12 the department head two (2) weeks in advance  
13 of such scheduled visits.

14  
15 21.6: If an employee on sick leave requires  
16 medical attention, a certificate stating the  
17 nature of the illness from a licensed  
18 physician shall be required to justify the  
19 use of sick leave.

20  
21 21.7: Willful failure to report absence due  
22 to sick leave, or the falsification of either  
23 a written, signed statement (Application  
24 for Leave) or a physician's certificate  
25 shall be grounds for disciplinary action  
26 including removal.

27  
28 21.8: If an employee is on sick leave for an  
29 extended absence or because of a serious  
30 illness or injury, the University may require  
31 certification from the employee's physician  
32 that he or she is able to perform the duties  
33 of his or her position prior to his or her  
34 return to duty.

35  
36 21.9: The University may require an employee  
37 to undergo an examination, conducted by a  
38 licensed physician designated by the  
39 University, to determine the employee's  
40 physical or mental capabilities to continue  
41 to perform the duties of the position which  
42 the employee holds. The University shall  
43 pay the cost of such examinations. If the  
44 employee's personal physician differs with  
45 the University's designated physician, the

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1 opinion of the employee's personal  
2 physician shall be given due professional  
3 consideration.

4  
5 21.10: The University and the NOPBA agree  
6 to the general principle that sick leave is  
7 provided to protect the income of the  
8 employee who suffers an occasional and  
9 prolonged illness or injury. The parties  
10 agree further that each employee should  
11 make a reasonable effort to build and main-  
12 tain as large a sick leave balance as  
13 possible, as a form of income protection  
14 during situations involving major health  
15 problems.

16  
17 21.11: Sick leave charged and reported  
18 shall be for actual absence.

19  
20 21.12: An employee who transfers from this  
21 department to another department of the  
22 University shall be allowed to transfer  
23 his accumulated sick leave to the new  
24 department.

25  
26 21.13: A bargaining unit member appointed  
27 during the term of this Agreement who has  
28 been employed by the State of Ohio or any  
29 political subdivision of the State of Ohio  
30 within ten (10) years prior to the  
31 effective date of his or her appointment  
32 by the University, may transfer to the  
33 University up to 160 hours of accrued but  
34 unused sick leave upon certification of  
35 sick leave balance by his or her former  
36 employer.

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1 21.14: Sick Leave Bonus: As of March 31 of  
2 each year this Agreement is in effect, each  
3 member of the bargaining unit who has served at  
4 the University the entire preceding twelve  
5 months, and who has been absent on Sick  
6 Leave for sixteen hours or less during the  
7 preceding twelve month period, shall be  
8 granted the following vacation days, in  
9 addition to the vacation to which he or she  
10 is entitled under the provisions of Article  
11 20 ("Vacation"):

12  
13 ABSENCE ON SICK LEAVE: NUMBER OF DAYS OF  
14 ADDITIONAL VACATION:

15  
16 No absence. Three.  
17  
18 Eight hours or less. Two.  
19  
20 Sixteen hours or less. One.  
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1 ARTICLE 22: "Other Leaves"

2  
3 22.1: Leave Without Pay: With the approval  
4 of the appointing authority, an employee may  
5 be granted Leave Without Pay in the  
6 categories specified below. Leave requests  
7 for leave without pay or jury duty shall be  
8 submitted on a form provided by the  
9 University a minimum of one month prior  
10 to the requested effective date of leave,  
11 or at the earliest feasible time. Serious  
12 consideration will be given to all  
13 requests.

14  
15 A: Personal: A bargaining unit member  
16 may request Leave Without Pay for  
17 personal reasons for any period up  
18 to six (6) months.

19  
20 B: Educational: A bargaining  
21 unit member who wishes to pursue  
22 formal education, training, or  
23 specialized experience which is  
24 related to his or her position in  
25 Campus Security may be granted  
26 Leave Without Pay for a period of  
27 up to two (2) years, when the  
28 University concurs that the proposed  
29 leave activities will benefit the  
30 University as well as the employee.  
31 An employee on leave of this type  
32 may be returned to active pay status  
33 earlier than originally scheduled  
34 if the return is mutually acceptable  
35 to the University and the employee.  
36 The University may cancel the leave  
37 and direct the employee to return to  
38 active pay status if it is learned  
39 that the leave is not being used for  
40 the purpose for which it was granted;  
41 in this case the employee will be so  
42 notified in writing.

43  
44 C: Medical: A non-probationary  
45 employee whose absence due to illness  
or injury exceeds his or her accrued

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1 sick leave may be granted Medical  
2 Leave Without Pay for up to six  
3 (6) months. If the University has  
4 medical evidence from its physician  
5 and/or the employee's physician  
6 which indicates that the employee  
7 is expected to be able to  
8 substantially and materially  
9 perform his or her duties by a  
10 specified date that is no later  
11 than one year from the last day  
12 on the job, a request for an  
13 extension of Medical Leave Without  
14 Pay will be considered.  
15

16 22.2: Jury Duty: An employee who is  
17 summoned for jury duty shall receive  
18 his or her regular pay, unless such duty is  
19 performed outside the employee's normal  
20 working hours. An employee on jury duty  
21 who is excused for any portion of a day  
22 which would have been part of his or her  
23 normal work shift shall report to Campus  
24 Security for regular duty for the remainder  
25 of his or her shift. Compensation received  
26 from the court for jury duty shall be  
27 submitted to the Bursar's Office.  
28

29 22.3: Training Leave: An employee who is  
30 directed by the University to engage in  
31 specified training or education as a  
32 condition of continued employment shall be  
33 maintained in a regular pay status for the  
34 period of such training.  
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1 ARTICLE 23: "Employee Discipline and  
2 Employee Rights"  
3

4 23.1: A member of the bargaining unit may be  
5 suspended or removed for just cause, which shall include incompetency,  
6 inefficiency, dishonesty, drunkenness, immoral  
7 conduct, insubordination, discourteous  
8 treatment of the public, neglect of duty,  
9 or any other act of misfeasance, malfeasance,  
10 or nonfeasance in office.  
11

12 23.2: An employee who is suspended or removed  
13 shall receive written notification from the  
14 Vice President--Personnel Services or his  
15 designee stating the reasons for the suspension  
16 or the removal.  
17

18 23.3: Reprimands shall be reduced in writing,  
19 with copies provided to the employee and to  
20 the employee's official personnel file.  
21

22 23.4: If a bargaining unit member is to be  
23 questioned concerning possible disciplinary  
24 action by the Director of Campus Security  
25 or another University administrator, the  
26 employee shall be advised in advance that  
27 he or she has the right to be accompanied  
28 by a representative of his or her choice,  
29 who may be a NOPBA representative. Such  
30 meetings will be scheduled immediately before  
31 or after the employee's work shift, or during  
32 the employee's work shift, to the extent such  
33 scheduling is feasible.  
34

35 23.5: The refusal of a bargaining unit member  
36 to answer questions in connection with a matter  
37 involving employee discipline shall not be cause  
38 for disciplinary action against the bargaining  
39 unit member unless he or she has been so advised  
40 of the fact.  
41  
42  
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ADD TO 23.2:

Corrective action is normally progressive in nature, that is, repetitions of causes for disciplinary action should lead to progressive responses of reprimand, suspension, removal. However, the seriousness of certain offenses justifies severe initial disciplinary action, including removal.

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complaints

1 23.6: Uncorroborated anonymous ~~complaints~~  
2 and uncorroborated information from a  
3 polygraph examination will not be used as  
4 a basis for disciplinary action.  
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37 23.7: A member of the bargaining unit who  
38 is determined to be under the influence of  
39 alcohol or unprescribed drugs while on duty  
40 shall be subject to summary suspension by the  
41 Director of Campus Security or his designee  
42 for one day or for the remainder of his or her  
43 work shift. The employee shall be advised of  
44 the reason for the suspension, and shall be  
45 further advised that he or she has the right

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1 to be taken immediately to a medical facility  
2 for an examination to determine whether he or  
3 she is under the influence of alcohol or  
4 unprescribed controlled drugs. If the employee  
5 exercises this option, and if the medical  
6 examination indicates that he or she was not  
7 under the influence of alcohol or unprescribed  
8 controlled drugs, the employee shall be paid  
9 for the time he or she was suspended, and no  
10 record of the suspension shall be maintained  
11 in the employee's official personnel file.

12  
13 23.8: Suspensions  
14 and removals of non-probationary employees  
15 shall be subject to the provisions of  
16 Article 6 ("Grievance Procedure"). However,  
17 suspensions for more than three days and  
18 removals shall not be appealable to the State  
19 Personnel Board of Review of Ohio.

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1 ARTICLE 24: "Uniforms and Equipment"

2  
3 24.1: Each member of the bargaining unit  
4 who at the direction of the University goes  
5 armed on duty shall be provided with a  
6 weapon and ammunition at no cost to the  
7 employee.

8  
9 24.2: Each member of the bargaining unit  
10 who at the direction of the University wears  
11 a uniform while performing his or her duties  
12 shall receive an initial uniform allowance  
13 of \$350 at the time he or she is appointed  
14 or is directed by the University to wear a  
15 uniform while on duty. If an employee resigns  
16 or is separated from the University less than  
17 one year following his or her initial  
18 appointment, he or she shall reimburse the  
19 University on a prorated basis for the cash  
20 value of the initial uniform allowance.  
21 Each member of the bargaining unit who serves  
22 longer than one year shall receive an annual  
23 uniform allowance of \$300 in cash.

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30 24.4: Each member of the bargaining unit  
31 who on April 1, 1984, had served continuously  
32 for two years or longer in a position in  
33 Campus Security in which he or she was  
34 required to wear a uniform while on duty  
35 shall on April 1 receive a one-time cash  
36 payment of \$400 in consideration of having  
37 served in uniform for the period specified.

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ADD TO 24.1:

Upon the written approval of  
the Director of Campus Security,  
an officer may carry his or  
her personal weapon while on  
duty, providing he or she has  
qualified with the weapon.

24.3: 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 \$350.

APR 10 1984

EXHIBIT D

1 ARTICLE 25: "Layoff and Recall"

2  
3 25.1: Whenever the University determines a  
4 reduction in the work force is necessary, the  
5 University shall determine the classification  
6 or classifications in which the layoff or  
7 layoffs will occur and the numbers of  
8 employees to be laid off within each  
9 classification.

10  
11 25.2: Layoffs shall be based upon date of  
12 appointment in the classification beginning  
13 with the employee with the most recent  
14 date of full-time appointment in the  
15 classification in which the layoffs are  
16 occurring. Each employee's official  
17 personnel file in the Classified Personnel  
18 Office shall be the sole basis for determining  
19 his or her appointment dates.

20  
21 25.3: If a Campus Security Officer 2 or a  
22 Campus Security Dispatcher 2 is to be laid  
23 off, he or she may bump, respectively, a  
24 Campus Security Officer 1 or a Campus Security  
25 Disptacher 1, if he or she has served at  
26 the University in the lower classification,  
27 and he or she was appointed to the lower  
28 classification at the University prior to a  
29 member of the bargaining unit who at the  
30 time of layoff is serving in the lower  
31 classification.

32  
33 25.4: The University agrees that before any  
34 bargaining unit members are laid off under  
35 this article, all students and intermittent  
36 employees employed by the Campus Security  
37 Department to perform the same or similar  
38 duties of bargaining unit members shall be  
39 laid off first. Additionally, the Campus  
40 Security Department shall not employ said  
41 students or intermittent employees while  
42 bargaining unit members are laid off.

43  
44 25.5: On the next pay day following an  
45 employee's effective date of layoff, he or she

APR 10 1984

EXHIBIT D

1 shall be paid regular and overtime pay  
2 due, compensatory time due and accrued  
3 and unused vacation time.

4  
5 25.6: The Classified Personnel Office shall  
6 notify each employee of his or her layoff,  
7 and, if available, displacement rights, at  
8 least seven (7) days prior to the  
9 effective date of his or her layoff.

10  
11 25.7: The Classified Personnel Office will  
12 prepare and have available for inspection a  
13 list of laid off employees who are available  
14 for recall in each classification involving  
15 layoffs. The list will be arranged in  
16 descending order with the laid off employee  
17 with the earliest date of full-time appointment,  
18 beginning the list. Employees will be  
19 recalled in a descending order from the list  
20 beginning with the employee with the earliest  
21 date of full-time appointment. The list for  
22 each laid off classification shall be active  
23 for two (2) years.

24

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33 25.8: The University will not hire new em-  
34 ployees to perform bargaining unit duties  
35 while one or more employees who performed the  
36 duties previously are in active layoff status.

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APR 10 1984

EXHIBIT D

1 ARTICLE 26: "Separation"

2

3 26.1: Resignations: Employees who resign  
4 shall sign and submit a Record of Separation  
5 form to the Director of Classified Personnel  
6 at least two (2) weeks prior to the effective  
7 date of resignation. Employees will make  
8 a reasonable effort to provide the University  
9 an earlier notice of intent to resign  
10 whenever possible. A Record of Separation,  
11 once submitted by the employee and accepted  
12 by the University, shall be irrevocable  
13 except by mutual agreement between the  
14 University and the employee.

15

16 26.2: Disability Separation: If, in the  
17 judgment of the employee's physician, or a  
18 physician designated by the University, a  
19 non-probationary employee is physically  
20 or mentally incapable of performing all the  
21 duties of his or her position, and if there  
22 is no medical evidence that the disability  
23 will last less than one year from the date  
24 of the employee's last day on active pay status,  
25 the employee will be given a disability  
26 separation.

27

28 26.3: An employee on disability separation  
29 shall retain for two (2) years the right to  
30 reinstatement to employment at the University  
31 in the classification he or she held at the  
32 time of separation, providing he or she is  
33 able to perform the duties of the position.  
34 If the individual is able to return to work  
35 and the University no longer has a position  
36 in the classification in which the individual  
37 served at the time of his or her separation,  
38 the University will reinstate the individual  
39 in a similar position, if one is available  
40 in a classification for which the individual  
41 meets the established qualifications, and  
42 provided such reinstatement does not conflict  
43 with the provisions of any collective  
44 bargaining agreement entered into by the  
45 University.

APR 10 1984

EXHIBIT D

1 26.4: Requests for reinstatement from  
2 disability separation shall be submitted  
3 in writing to the Classified Personnel Office  
4 no later than two (2) years from the effective  
5 date of the disability separation. The  
6 University will arrange for its designated  
7 physician to examine the employee to  
8 determine if the employee is medically  
9 capable of performing all the duties of the  
10 employee's position. The cost of the  
11 examination shall be paid by the University.  
12 The University will consider any medical  
13 information provided by the employee's  
14 physician, provided the employee has taken  
15 any action required to release or provide  
16 such information.

17  
18 26.5: Probationary Periods: Each employee  
19 appointed to a position in the bargaining  
20 unit shall serve a probationary period. For  
21 Campus Security Officer 1, Campus Security  
22 Officer 2, and Campus Security Investigator,  
23 the probationary period shall be one year.  
24 For Campus Security Dispatcher 1 and Campus  
25 Security Dispatcher 2, the probationary  
26 period shall be six months. Each probationary  
27 employee shall be evaluated in accordance  
28 with the provisions of Article 17 ("Evaluations")  
29 and upon successful completion of the  
30 probationary period shall advance one pay  
31 step in accordance with the provisions of  
32 Article 4 ("Pay"). If the performance of a  
33 probationary employee is deemed unsatisfactory,  
34 his or her employment at the University or in  
35 the Campus Security Department may be  
36 terminated with two weeks notice during the  
37 probationary period. In lieu of the two-week  
38 notice, the University may pay the individual  
39 for eighty (80) hours at his or her hourly rate  
40 of pay. A probationary employee who is separated  
41 from employment will be given a written state-  
42 ment of reasons for his or her separation.  
43 Separation of a probationary employee may not  
44 be advanced to arbitration under the  
45

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RECEIVED 2



1 the provisions of Article 6 ("Grievance  
2 Procedure"). Members of the bargaining unit  
3 who are promoted from one classification to  
4 another within the bargaining unit shall  
5 serve a six-month probationary period; if their  
6 performance is deemed unsatisfactory in the  
7 position to which they have been promoted,  
8 they will be reinstated to the position from  
9 which they were promoted, rather than being  
10 separated. Upon successful completion of the  
11 probationary period, employees who have been  
12 promoted will advance one pay step in  
13 accordance with the provisions of Article 4  
14 ("Pay").  
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APR 10 1984

EXHIBIT D

1 ARTICLE 27: "Retirement"

2

3 27.1: The mandatory retirement age for all  
4 members of the bargaining unit shall be 70.  
5 A member of the bargaining unit shall be  
6 permitted to complete the fiscal year during  
7 which he or she reaches the age of 70.

8

9 27.2: A retired employee shall be entitled  
10 for an unlimited period of time, on the same  
11 basis as regular or full-time bargaining unit  
12 employees, to use of the library, to tickets  
13 for all University functions, to full use of  
14 Beeghley Center and other recreational  
15 facilities, to use of parking facilities, and  
16 to remission of all instructional fees.  
17 Retirees shall also be eligible to purchase  
18 life insurance in the amount of 1.25 times  
19 the final salary.

20

21 27.3: Sick Leave Conversion: A bargaining  
22 unit member who retires with ten (10) or more  
23 years of full-time University service is  
24 entitled to conversion to cash payment of part  
25 or his or her accrued but unused Sick Leave.  
26 Payment is based upon the employee's hourly  
27 rate of pay at the date of retirement. The  
28 retiring employee shall receive payment for  
29 25% of the first 500 hours (or portion  
30 thereof) of accrued but unused Sick Leave;  
31 40% of the second 500 hours (or portion  
32 thereof); and 50% of the third 500 hours  
33 (or portion thereof). All accrued Sick Leave  
34 shall be eliminated from an employee's record  
35 upon Sick Leave conversion. Such payment  
36 shall be made only once to an individual.  
37 Sick Leave conversion does not apply to any  
38 separation or termination other than  
39 retirement. "Retirement" as used in this  
40 section refers to retirement under the  
41 provisions of one of the Ohio public  
42 retirement systems at the time of separation  
43 and requested Sick Leave conversion.

44

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APR 10 1984

EXHIBIT D

1 ARTICLE 28: "Miscellaneous"

2  
3 28.1: Bargaining unit members performing  
4 assigned and authorized University duties  
5 off-campus shall be reimbursed for travel  
6 in their privately-owned vehicles at the  
7 rate established by the State of Ohio.

8  
9 28.2: The University will furnish the NOPBA,  
10 upon written request, information related to  
11 the negotiation or administration of this  
12 Agreement, provided that such information is  
13 available and can be furnished at reasonable  
14 expense, such request allows reasonable  
15 time to assemble the information, and the  
16 University may determine the format in which  
17 such information is provided. The University  
18 will provide the NOPBA with a quarterly report  
19 of changes in the bargaining unit membership:  
20 hires, separations, deaths, retirements, and  
21 promotions. The University will provide the  
22 NOPBA with copies of written communications  
23 distributed to the general membership of the  
24 bargaining unit; the NOPBA will provide the  
25 University with copies of written communications  
26 distributed to the general membership of the  
27 bargaining unit. The University will furnish  
28 each member of the bargaining unit with a  
29 report of his or sick leave balance each  
30 payday.

31  
32 28.3: Each bargaining unit member who enrolls  
33 at the University shall be entitled to  
34 remission of Instructional Fees for up to  
35 twenty-four (24) quarter hours of academic  
36 credit per academic year and up to eight (8)  
37 quarter hours of credit per summer quarter.  
38 (A bargaining unit member shall not enroll in  
39 courses which conflict with his or her work  
40 schedule.) The spouse and dependent children  
41 of a member of the bargaining unit are entitled  
42 to remission of Instructional Fees when they  
43 enroll in courses at the University. This  
44 extends to the out-of-state surcharge if the  
45 spouse or dependent child lives outside Ohio.

APR 10 1984

EXHIBIT D

1 "Dependent child" means a child who qualifies  
2 as a dependent under the rulings of the  
3 Internal Revenue Service. ←

} Fee remission is provided also  
to the dependent children of  
retired employees and deceased  
employees.

4  
5 28.4: Members of the bargaining unit shall  
6 receive a discount of twenty (20) percent on  
7 all purchases in excess of five dollars (\$5.00)  
8 made at the University Bookstore. This  
9 discount shall be available only for goods  
10 purchased by the employee for his or her  
11 personal use or for the personal use of his  
12 or her dependents. Abuse of this privilege  
13 shall be grounds for suspension of the  
14 privilege. The privileges previously afforded  
15 bargaining unit members in the purchase of  
16 athletic tickets is incorporated by reference  
17 in this Agreement.

18  
19 28.5: The NOPBA shall have the use of a  
20 mailbox at the Central Services Mailroom, at  
21 no cost to the NOPBA.

22  
23 28.6: Each member of the bargaining unit  
24 shall be entitled to instructional fee  
25 remission once each calendar year for a  
26 non-credit course offered through Continuing  
27 Education, providing an application is made  
28 in advance upon a form to be provided by  
29 the Department of Continuing Education and  
30 in accordance with deadlines for application  
31 established by the Department of Continuing  
32 Education. Fee remission shall not apply to  
33 materials charges, facilities charges, or other  
34 non-instructional charges which may be  
35 required for enrollment in the course. Fee  
36 remission shall be available only if there  
37 is an enrollment slot available above and  
38 beyond the enrollment level required to fund  
39 the course; final and binding determination  
40 of the required enrollment level in any given  
41 course rests with the University. If an  
42 employee enrolls in a course in Continuing  
43 Education, and the course is cancelled for  
44 inadequate enrollment or other reasons, this  
45 enrollment shall not count as the one annual

APR 10 1984

EXHIBIT   D

1 enrollment for which the employee may  
2 receive a fee waiver.

3  
4 28.7: Members of the bargaining unit who  
5 purchase parking permits shall have regular  
6 access to University parking lots, with the  
7 exception of visitor's lots and specially  
8 designated spaces.

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APR 10 1984

EXHIBIT 

1 ARTICLE 29: "Separability"

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3 29.1: The parties intend that this Agreement  
4 shall in all respects be construed and  
5 applied in a manner not inconsistent with  
6 applicable statutes and court decisions  
7 and regulations properly enacted thereunder.  
8 In the event any provision of this Agreement  
9 shall be determined by appropriate authority  
10 to be contrary to any statute or regulation,  
11 such provision alone shall become thenceforth  
12 invalid and of no effect, but the remainder  
13 of this Agreement shall not thereby be deemed  
14 illegal or unenforceable. The parties agree  
15 to meet promptly to discuss any decision  
16 which renders any portion of this Agreement  
17 null and void.

18  
19 29.2: Any provision of this Agreement which  
20 is found contrary to law but becomes legal  
21 during the life of this Agreement, shall  
22 take immediate effect upon the enactment  
23 of enabling legislation.

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APR 10 1984

EXHIBIT D

1 ARTICLE 30: 'No Strike/No Lockout'  
2  
3 30.1: The University and the NOPBA agree  
4 that the grievance procedures provided herein  
5 are adequate to provide a fair and final  
6 determination of all grievances arising  
7 under this Agreement. It is the desire  
8 of the University and the NOPBA to avoid  
9 work stoppages and strikes.  
10  
11 30.2: Neither the NOPBA nor any member of  
12 the bargaining unit, for the duration of  
13 this Agreement, shall directly or indirectly  
14 call, sanction, encourage, finance, participate,  
15 or assist in any way in any strike, slowdown,  
16 walkout, concerted "sick leave" or mass  
17 resignation, work stoppage or slowdown, or  
18 other unlawful interference with the normal  
19 operations of the University for the duration  
20 of this Agreement. The NOPBA shall not be  
21 held liable for the unauthorized activity  
22 of the employees it represents or its members  
23 who are in breach of this Section, provided  
24 that the NOPBA meets all of its obligations  
25 under this Article.  
26  
27 30.3: The NOPBA shall, at all times,  
28 cooperate with the University in continuing  
29 operations in a normal manner and shall  
30 actively discourage and attempt to prevent  
31 any violation of the "no-strike" clause.  
32 In the event of a violation of the "no-strike"  
33 clause, the NOPBA shall promptly notify all  
34 employees in a reasonable manner that the  
35 strike, work stoppage or slowdown, or other  
36 unlawful interference with normal operations  
37 of the University is in violation of this  
38 Agreement, unlawful and not sanctioned or  
39 approved of by the NOPBA. The NOPBA shall  
40 advise the employees to return to work  
41 immediately.  
42  
43 30.4: A violation of the provisions of  
44 Article 30 by a member of the bargaining  
45 unit shall be grounds for disciplinary  
46 action, including removal or suspension.  
47  
48 30.5: The University shall not lock out  
49 any bargaining unit members for the duration  
50 of this Agreement.

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EXHIBIT D

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ARTICLE 31: "Contracting"

The University reserves the right to contract for services. However, the University will not contract for any services during the term of this Agreement which will result in the layoff of members of the bargaining unit.

APR 10 1984

EXHIBIT 2



SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers and agents, have affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

FOR THE NORTHERN  
OHIO PATROLMEN'S  
BENEVOLENT ASSO-  
CIATION:

FOR THE YOUNGSTOWN  
STATE UNIVERSITY:

\_\_\_\_\_  
Paul S. Lefkowitz

\_\_\_\_\_  
Neil D. Humphrey  
Acting President

Negotiating Team:

Gregory L. Clementi  
Nick V. Ross  
Frank A. Yannucci

Taylor Alderman  
Vice President-  
Personnel Services

Dennis A. Clouse  
Director of  
Classified Personnel

YSU/NOPBA p. 60

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EXHIBIT D

Revised

APPENDIX A : PAY SCHEDULE FOR University Dispatcher 1

Effective April 1, 1984:

Step 1	Step 2	Step 3	Step 4	Step 5
6.57	6.80	7.04	7.28	7.46

Effective July 1, 1984:

Step 1	Step 2	Step 3	Step 4	Step 5
6.82	7.05	7.29	7.53	7.71

Effective July 1, 1985:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
7.17	7.40	7.64	7.88	8.06	8.36

Effective July 1, 1986:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
7.62	7.85	8.09	8.33	8.51	8.81

Note: Pay schedules will be effective with the beginning of the first bi-weekly pay period following the designated effective date.

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EXHIBIT D

APPENDIX B : PAY SCHEDULE FOR University Dispatcher 2

Effective April 1, 1984:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
7.28	7.46	7.69	7.93	8.20	8.51

Effective July 1, 1984:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
7.53	7.71	7.94	8.18	8.45	8.76

Effective July 1, 1985:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
7.88	8.06	8.29	8.53	8.80	9.11	9.41

Effective July 1, 1986:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
8.33	8.51	8.74	8.98	9.25	9.56	9.86

**Note:** Pay schedules will be effective with the beginning of the first bi-weekly pay period following the designated effective date.

APR 10 1984

EXHIBIT D

APPENDIX C : PAY SCHEDULE FOR University Police Officer 1

Effective April 1, 1984:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
7.04	7.28	7.46	7.69	7.93	8.20	8.51

Effective July 1, 1984:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
7.29	7.53	7.71	7.94	8.18	8.45	8.76

Effective July 1, 1985:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
7.64	7.88	8.06	8.29	8.53	8.80	9.11	9.41

Effective July 1, 1986:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
8.09	8.33	8.51	8.74	8.98	9.25	9.56	9.86

**Note:** Pay schedules will be effective with the beginning of the first bi-weekly pay period following the designated effective date.

APPENDIX D : PAY SCHEDULE FOR University Police Officer 2  
and University Criminal Investigator

Effective April 1, 1984:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
7.46	7.69	7.93	8.20	8.51	8.84	9.20

Effective July 1, 1984:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
7.71	7.94	8.18	8.45	8.76	9.09	9.45

Effective July 1, 1985:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
8.06	8.29	8.53	8.80	9.11	9.44	9.80	10.10

Effective July 1, 1986:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
8.51	8.74	8.98	9.25	9.56	9.89	10.25	10.55

**Note:** Pay schedules will be effective with the beginning of the first bi-weekly pay period following the designated effective date.

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EXHIBIT \_\_\_\_\_

APPENDIX E: "AGREEMENT" DATED JANUARY 24, 1984



YOUNGSTOWN STATE UNIVERSITY  
YOUNGSTOWN, OHIO 44688

AGREEMENT

1. The parties agree that they wish to negotiate a collective bargaining Agreement which will specify the wages of the members of the University's Campus Security Department staff who are represented by the NOPBA.
2. The parties agree therefore that if agreement is reached and ratified on the matter of wages for members of the NOPBA bargaining unit, this agreement will supersede the impact of appeals previously heard or to be heard by the State Personnel Board of Review of Ohio on the classification of bargaining unit members who believed they should have been reclassified to the University Law Enforcement Officer series. (This refers specifically to:

- Case No. 83-REC-08-2012 (Adovasio);
- Case No. 83-REC-03-0681 (Amrich);
- Case No. 83-REC-08-2014 (Campbell);
- Case No. 83-REC-03-0654 (Clement);
- Case No. 83-REC-11-2713 (Farmakis);
- Case No. 83-REC-03-0714 (Hodesson);
- Case No. 83-REC-03-0711 (Kohut);
- Case No. 83-REC-03-0712 (Lally);
- Case No. 83-REC-03-0660 (Landle);
- Case No. 83-REC-03-0713 (Lenke);
- Case No. 83-REC-03-0710 (McConnell);
- Case No. 83-REC-03-0709 (McGuire);
- Case No. 83-REC-10-2614 (Revere);
- Case No. 83-REC-08-0670 (Ross);
- Case No. 83-REC-03-2013 (Yannucci).

This applies also to any appeals which may be filed by bargaining unit members with the State Personnel Board of Review of Ohio subsequent to the date of this Agreement.)

3. The NOPBA agrees that as a condition of acceptance of a negotiated wage settlement for members of the NOPBA bargaining unit, the NOPBA and its members agree to forever waive and dismiss any and all fiscal claims against the University for pay, compensation, damages, or entitlements based upon or deriving from said appeals to the State Personnel Board of Review on the matter of classification of position.

FOR THE NOPBA:

*Paul S. Lefkowitz*  
ATTORNEY PAUL S. LEFKOWITZ

FOR THE YOUNGSTOWN STATE UNIVERSITY:

*Taylor Alderman*  
TAYLOR ALDERMAN

DATE: 1/24/84

*Lisa Clement*  
*Nick Rossi*

GRIEVANCE FORM

# \_\_\_\_\_ 1

Date filed \_\_\_\_\_

Filed Through NOPBA  
Grievance Committee

Filed Independently of  
NOPBA

APPENDIX F

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  
NOPBA  
Director of Security

Dean--Administrative Services  
Vice President--Personnel Services

<sup>1</sup>Prior to the filing of a grievance, a grievance number must be secured from the Office of the Vice President--Personnel Services or his designee.

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SYLLETT 9

**Property Acquisition  
Smokey Hollow**

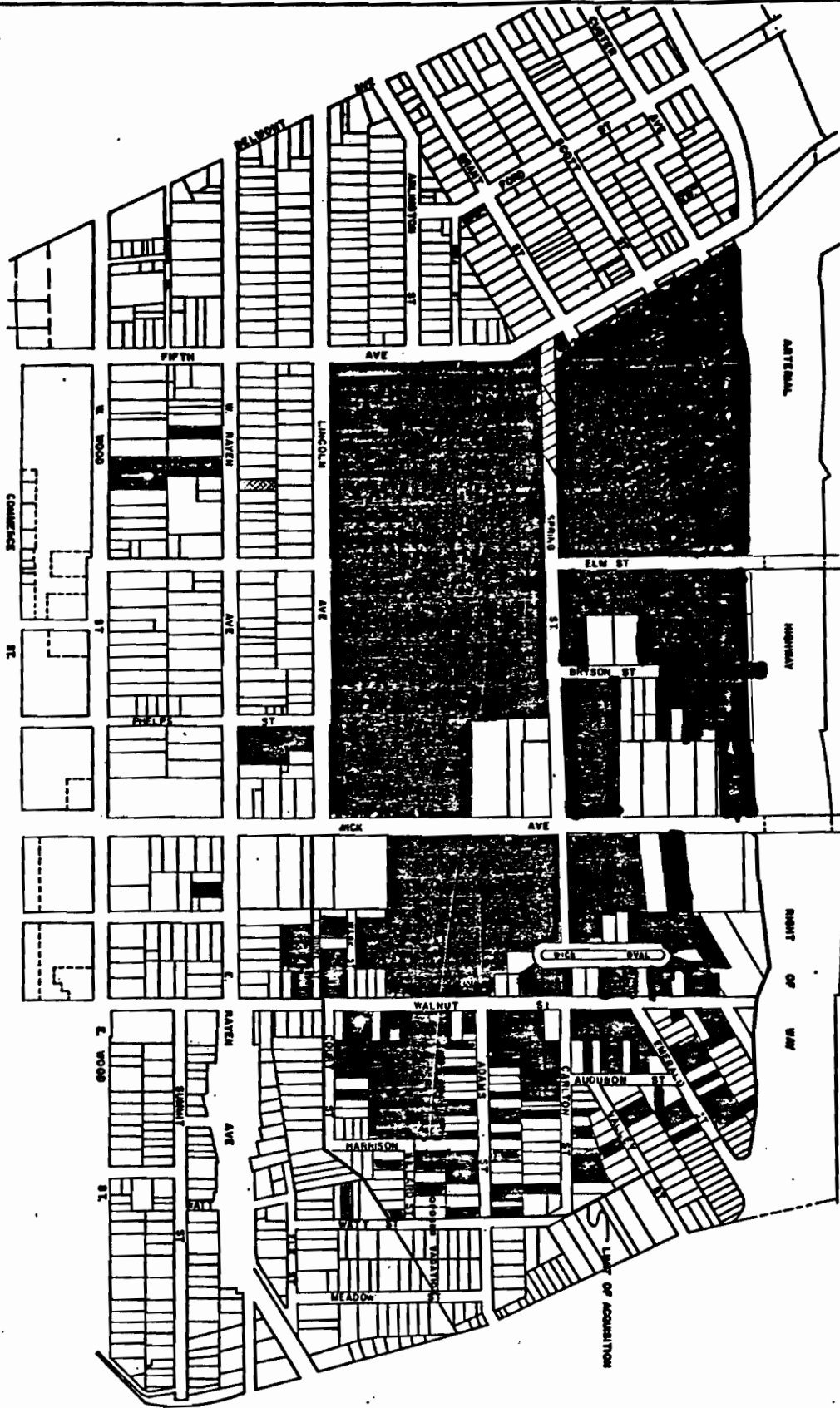
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<u>ADDRESS</u>	<u>OWNER</u>	<u>CITY LOT NUMBER</u>
235 Carlton	Svabik	13368
222 Court	Gangone	13175)
222-1/2 Court	Amicarelli	19824 (pt.)
415 Walnut St.	Kepics	4585 (pt.)
510-512 Walnut	Ciarniello	11416
109 Webb St.	Ciarniello	3482) 3483)

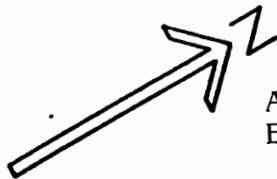
April 12, 1984



YOUNGSTOWN STATE UNIVERSITY  
PROPERTY MAP



Agenda Item F.2.b.  
Exhibit E



OWNED BY YSU  
LEASING

LEASED BY YSU

DATA FROM TAX MAP  
SCALE: 1" = 300'  
DRAWN BY: JAK  
2-18-81

SHOWN IN RED

OWNERS EXPRESSED INTEREST TO SELL -  
OWNERS WILL NOT SELL TO YSU -

BASKETBALL CAMP  
PROJECT BUDGET  
1984

SOC

REVENUE:

100 Campers @ \$80

\$ 8,000

EXPENDITURES:

Personnel:

Supplementary Salary

191

4,560

Mike Rice (40%)

Bruce Bauer (30%)

Bill Dailey (30%)

Operating Expenses:

Athletic Supplies

360

450

Public Rel. & Advert.

540

340

Independent Contractor

720

300

Meals-Non Residents

771

2,250

Miscellaneous

799

100

TOTAL

\$ 8,000

EXHIBIT

F

Agenda Item F.3.c.  
Exhibit F

**RECOMMENDED ACADEMIC PROMOTIONS FOR 1984-85 ACADEMIC YEAR**

To Professor

BABISCH, Joseph  
 BENSINGER, Dennis D.  
 BRIGHT, Alfred  
 BROWN, Dean R.  
 BUDGE, Mary Alice  
 EMINHIZER, Earl E.  
 KIRSCHNER, Joseph  
 LONGMUIR, Gordon  
 MOONEY, Edward  
 ROST, Duane F.  
 SNIDERMAN, Stephen L.  
 THROOP, Sara  
 ZAGER, Stanley E.  
 ZETTS, Jerome E.

Department

Art  
 Accounting and Finance  
 Art  
 Mathematical and Computer Sciences  
 English  
 Philosophy and Religious Studies  
 Foundations of Education  
 Health and Physical Education  
 Physics and Astronomy  
 Electrical Engineering  
 English  
 Elementary Education  
 Chemical and Metallurgical Engineering  
 Accounting and Finance

To Associate

BECKETT, Peter A.  
 DI GIULIO, Joan F.  
 GELFAND, Michael D.  
 GUZELL, Stanley D.  
 HARRIS, Larry F.  
 HUGENBERG, Lawrence W.  
 KNAPP, Janet S.  
 MIRTH, Richard A.  
 POTTS, Margaret J.  
 RODFONG, Staman  
 RUSSO, John B.  
 SEBASTIANI, Aurora M.  
 WALDRON, Joseph A.

Psychology  
 Sociology, Anthropology and Social Work  
 Dana School of Music  
 Management  
 Dana School of Music  
 Speech Communication and Theatre  
 English  
 Civil Engineering  
 Business Education and Technology  
 Mathematical and Computer Sciences  
 Business Education and Technology  
 Biological Sciences  
 Criminal Justice

To Assistant

\*CORBE, Herve M.  
 \*HARRIS, Louis N.  
 KENT, Steven L.  
 \*KITTLESAN, Mark J.  
 STANEK, Gary L.  
 \*WARREN, Homer B.  
 WINGLER, Eric J.

Foreign Languages  
 Allied Health  
 Mathematical and Computer Sciences  
 Health and Physical Education  
 Mathematical and Computer Sciences  
 Marketing  
 Mathematical and Computer Sciences

March 30, 1984  
 Bernard T. Gillis, Provost

\*Simultaneously granted tenure

**EXHIBIT 6**

Agenda Item F.5.c.  
 Exhibit C

RECOMMENDED ACADEMIC PROMOTIONS FOR 1984-85 ACADEMIC YEAR

ACADEMIC ADMINISTRATORS

To Professor

BINNING, William C.  
BOGGESS, Violet F.  
DRISCOLL, Wade C.  
MORRISON, James C.

Department

Political Science and Social Science  
Business Education and Technology  
Industrial Engineering  
Psychology

March 30, 1984  
Bernard T. Gillis, Provost

EXHIBIT H

Agenda Item F.5.c.  
Exhibit H

OHIO ADMINISTRATIVE CODE

3356:6-3 NEW FRESHMAN APPLICANTS.

3356:6-3-04 (REVISED) Residence.

- (A) An Ohio resident must have graduated from high school, or passed the test of "general education and development."
- (B) Residents FROM outside the state of Ohio ~~must be ranked in the upper two-thirds of their high school class;--Applicants who rank in the lower third of their class will not be~~ admitted: (STUDENTS FROM LAWRENCE AND MERCER COUNTY IN PENNSYLVANIA ARE CONSIDERED HERE AS IF FROM OHIO) WITH A HIGH SCHOOL DIPLOMA SHALL BE ADMITTED IF THEY MEET ONE OF THE FOLLOWING CRITERIA: (1) GRADUATE IN THE UPPER TWO-THIRDS OF THEIR HIGH SCHOOL CLASS; (2) HAVE A COMBINED SAT SCORE OF 700; OR (3) HAVE A COMPOSITE ACT SCORE OF 15.



# YOUNGSTOWN STATE UNIVERSITY

YOUNGSTOWN, OHIO 44555

May 23, 1984

TO THE TRUSTEES OF  
YOUNGSTOWN STATE UNIVERSITY

Enclosed is a copy of draft of Minutes of meeting of the  
Board of Trustees held on April 27, 1984.

Yours very truly,

*Franklin S. Bennett*  
Secretary to the Board of Trustees

FSB:EVT  
Enc.

Copy to:  
Each of Nine Trustees  
Dr. Neil D. Humphrey, Acting President  
Dr. Bernard T. Gillis, Provost  
Dr. Taylor Alderman, Vice President  
Personnel Services  
Edmund J. Salata, Dean of Administrative  
Services  
Attorney Alan R. Kretzer, Legal Counsel  
Attorney Theodore R. Cubbison, Legal  
Services Officer  
Mr. Fred W. Rich, State Examiner  
Patricia Davis Martin, Secretary to  
Dr. John J. Coffelt

MEMO TO: DR. DAVID C. GENAWAY

LIBRARIAN

FROM: FRANKLIN S. BENNETT  
Secretary to the Board of Trustees

*FSB*

DATE: June 15, 1984

SUBJECT: Minutes of Meeting of the Board  
of Trustees of Youngstown State  
University held April 27, 1984  
and  
Minutes of Special Meeting of the  
Board of Trustees held May 25, 1984

I am enclosing a xerox copy of the  
original Minutes of the Board of Trustees meetings referred to above.

The original Minutes were approved,  
signed and attested at today's meeting of the Board of Trustees.

F.S.B.

FSB:EVT

xc: Dr. Neil D. Humphrey, President  
Dr. Bernard T. Gillis, Provost  
Frank C. Watson, Chairman of the Board



# YOUNGSTOWN STATE UNIVERSITY

YOUNGSTOWN, OHIO 44555

June 15, 1984

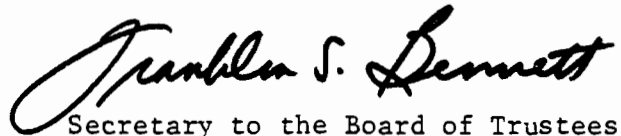
Mr. Raymond McElroy, President  
YSU Chapter of OCSEA  
Youngstown State University  
410 Wick Avenue  
Youngstown, Ohio 44555

Dear Mr. McElroy:

Enclosed for your records find a copy of the Minutes of the meeting of the Board of Trustees of Youngstown State University held April 27, 1984 and a copy of the Minutes of the Special Meeting of the Board of Trustees held May 25, 1984.

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

Yours very truly,

  
Secretary to the Board of Trustees

FSB:EVT  
Enc.

xc: Dr. Neil D. Humphrey  
Dr. Taylor Alderman





# YOUNGSTOWN STATE UNIVERSITY

YOUNGSTOWN, OHIO 44555

June 15, 1984

Mrs. Judith Parmenter  
YSU Alumni Director  
Youngstown State University  
410 Wick Avenue  
Youngstown, Ohio 44555

Dear Mrs. Parmenter:

Enclosed for your records find a copy of the Minutes of the meeting of the Board of Trustees of Youngstown State University held April 27, 1984 and a copy of the Minutes of the Special Meeting of the Board of Trustees held May 25, 1984.

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

Yours very truly,

Secretary to the Board of Trustees

FSB:EVT  
Enc.

xc: Dr. Neil D. Humphrey



# YOUNGSTOWN STATE UNIVERSITY

YOUNGSTOWN, OHIO 44555

June 15, 1984

Dr. Thomas A. Shipka, President  
YSU-OEA  
Youngstown State University  
410 Wick Avenue  
Youngstown, Ohio 44555

Dear Dr. Shipka:

Enclosed for your records find a copy of the Minutes of the meeting of the Board of Trustees of Youngstown State University held April 27, 1984 and a copy of the Minutes of the Special Meeting of the Board of Trustees held May 25, 1984.

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

Yours very truly,

  
Secretary to the Board of Trustees

FSB:EVT

Enc.

xc: Dr. Neil D. Humphrey  
Dr. Taylor Alderman



# YOUNGSTOWN STATE UNIVERSITY

YOUNGSTOWN, OHIO 44555

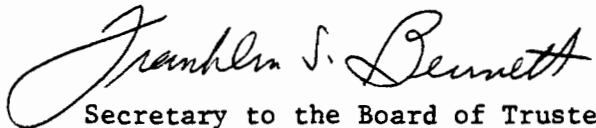
April 11, 1984

TO THE TRUSTEES OF  
YOUNGSTOWN STATE UNIVERSITY

This notice is to advise that the next regular meeting of the Board of Trustees will be held at 3:00 p.m. on Friday, April 27, 1984 in the Board Room in Tod Administration Building.

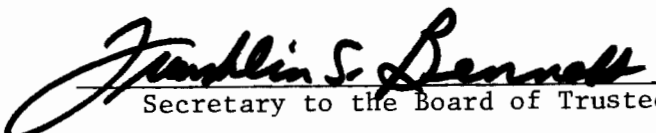
Copies of the Agenda for the meeting will be furnished by the President's office.

Very truly yours,

  
Secretary to the Board of Trustees

FSB:EVT

Copies of the above notice were mailed on April 11, 1984 to each of the Nine Trustees and to the Acting President, as listed on the reverse side of this page, and a copy was also mailed on the same date to each of the five others listed on the reverse side of this page.

  
Secretary to the Board of Trustees

TRUSTEES AND THE PRESIDENT

Mr. Earl W. Brauninger, Chairman  
Bank One of Eastern Ohio, N. A.  
6 Federal Plaza West  
Youngstown, Ohio 44503

Attorney Paul M. Dutton  
Mitchell, Mitchell & Reed  
709 Bank One Bldg.  
Youngstown, Ohio 44503

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

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

Mr. Edgar Giddens  
448 Cleveland Street  
Youngstown, Ohio 44511

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

Mrs. Emily P. Mackall  
9842 State Route 170  
Rogers, Ohio 44455

Mr. William G. Mittler, General Manager  
Youngstown Vindicator  
Vindicator Square & West Boardman  
Youngstown, Ohio 44503

Mr. Frank C. Watson, President  
Youngstown Welding & Engineering Co.  
Box 2451  
Youngstown, Ohio 44509

Dr. Neil D. Humphrey, Acting President  
Youngstown State University  
410 Wick Avenue  
Youngstown, Ohio 44555

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Dr. Thomas A. Shipka, President  
YSU-OEA  
Youngstown State University  
410 Wick Avenue  
Youngstown, Ohio 44555

Attorney Alan R. Kretzer  
Legal Counsel  
1200 Wick Building  
Youngstown, Ohio 44503

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

Theodore R. Cubbison, Esquire  
Legal Services Officer  
Youngstown State University  
410 Wick Avenue  
Youngstown, Ohio 44555

Mrs. Judith Parmenter, Executive  
Director-YSU Alumni Association  
Youngstown State University  
410 Wick Avenue  
Youngstown, Ohio 44555