

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

Tod Hall
Friday, July 27, 2012

Pursuant to notice duly given, a special meeting (the three hundred ninth) of the Board of Trustees of Youngstown State University convened at 4:30 p.m., on Friday, July 27, 2012, in the Board Room in Tod Hall.

Nine trustees were present at the meeting, to-wit: Dr. Sudershan K. Garg, chairperson of the board, who presided, Mr. Scott R. Schulick, Dr. John R. Jakubek, Mr. Harry Meshel, Mrs. Carole S. Weimer, Mr. Leonard D. Schiavone, Mr. David C. Deibel, Ms. Delores E. Crawford and Mr. James B. Greene. Mr. Joshua M. Prest was absent.

Also present were: Dr. Ikram Khawaja, Provost and Vice President for Academic Affairs; Mr. Eugene P. Grilli, Vice President for Finance and Administration; Mr. John Fahey, Vice President for Student Affairs; Ms. Holly A. Jacobs, University General Counsel and Mr. Franklin S. Bennett, Jr., Secretary to the Board of Trustees. Also present were approximately 10 persons, including deans, members of the faculty, students, administrators, and members of the news media.

ITEM I – PROOF OF NOTICE OF MEETING.

Evidence was available to establish that pursuant to Article II, Section 2, of the board's *Bylaws*; written notice of today's special meeting was timely provided to each of the trustees, the student trustee, and to the president.

ITEM II – DISPOSITION OF MINUTES FOR MEETING HELD JUNE 13, 2012.

The chairperson stated that disposition of the minutes of the board's regular meeting held June 13, 2012 (#308) would be deferred to a future meeting of the board.

ITEM III – REPORTS OF THE COMMITTEES OF THE BOARD.

The board considered the following committee reports and recommendations:

1. University Affairs Committee

The chairperson noted that the Academic Quality and Student Success Committee was recommending one resolution for adoption by the board.

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

YR 2013-01

WHEREAS, the three-year collective bargaining Agreement between the Association of Professional/Administrative Staff (“APAS”) and Youngstown State University (“University”) expired on June 30, 2012; and

WHEREAS, collective bargaining between the APAS and the University has proceeded in a mutually advantageous manner; and

WHEREAS, a tentative collective bargaining Agreement for the three-year period July 1, 2012 through June 30, 2015 has been reached between the APAS and the University;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby ratify the collective bargaining Agreement, as shown in Exhibit A, between the APAS union and the University for the period July 1, 2012 through June 30, 2015.

The chairperson requested the secretary to the board to conduct a roll call vote on the adoption of the recommended resolution, the results of which are as follows (YES being a vote in favor of adoption of the resolution):

Mr. Schulick	NO	Dr. Jakubek	YES
Dr. Garg	YES	Mr. Meshel	NO
Mrs. Weimer	YES	Mr. Schiavone	NO
Ms. Crawford	NO	Mr. Deibel	YES
Mr. Greene	YES		

The vote being 5 in favor of adoption of the motion and 4 opposed, the chairperson declared the resolution adopted.

2. Trusteeship Committee.

The chairperson noted that the Trusteeship Committee was recommending two resolutions for adoption by the board. Following discussion, the trustees voted without dissent in favor of the committee’s recommendation and the chairperson declared the following resolution adopted by the board of trustees:

Resolution to Approve *Bylaws* Amendments

YR 2013-02

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

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

WHEREAS, the Board of Trustees has recently undertaken a review of its *Bylaws* and has determined that the *Bylaws* should be amended to include updated language;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby amend its *Bylaws* as reflected in the redlined version of the subject *Bylaws* sections attached hereto as Exhibit B; and

BE IT FURTHER RESOLVED, that to the extent that they are inconsistent with the attached Exhibit B, previous actions of the Board of Trustee are rescinded; and

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

ITEM IV – COMMUNICATIONS AND MEMORIALS

The committee considered no communications or memorials.

ITEM V – UNFINISHED BUSINESS

The board considered no unfinished business.

ITEM VI – NEW BUSINESS

The board considered no new business.

ITEM VII – CHAIRPERSON'S REMARKS

Dr. Garg provided the following remarks:

I am grateful to all of the Board members, some of whom had to delay their vacations, for attending today's meeting to consider the YSU-APAS collective bargaining agreement. The YSU-APAS agreement approved today is the final collective

bargaining agreement to be ratified in our three-year cycle of union negotiations. This contract is consistent with the previously-negotiated contracts with YSU-OEA, YSU-ACE and YSU-FOP. Like those contracts, it is a concessionary contract and was needed by these unprecedented and uncertain economic times. As all of us know by now, the contract calls for a 0% raise in the first year, a 2% raise in the second year, and a “me too” provision in the third year, based upon any increase that may be given to YSU-OEA in that year. More importantly, this contract also is the final step toward a unified approach to university employee health care benefits.

I want to thank the negotiation teams on both sides for the cordial and professional manner in which the negotiations were conducted. This has been a hot summer, but the negotiating teams kept their cool. The board’s vote today to approve the YSU-APAS agreement, while not unanimous, reflects the board’s decision and will be implemented by the university.

Our labor negotiations are now behind us for some time. I urge all board members and YSU staff to work together going forward to build a better university that will produce bright and successful students who can compete in this increasingly competitive world.

ITEM VIII – TIME AND PLACE OF UPCOMING REGULAR MEETINGS

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

- 3:00 p.m., Friday, September 28, 2012
- 3:00 p.m., Wednesday, December 12, 2012
- 3:00 p.m., Wednesday, March 13, 2013

ITEM IX – ADJOURNMENT

There being no further business to be before the board of trustees, and upon motion duly made and seconded, the meeting was duly adjourned by unanimous vote of the trustees at 4:52 p.m.

Chairperson

ATTEST:

Secretary to the Board of Trustees

BOARD OF TRUSTEES



AGENDA

Friday, July 27, 2012

SPECIAL BOARD OF TRUSTEES' MEETING

**Friday, July 27, 2012
4:30 p.m.**

**Tod Hall
Board Meeting Room**

AGENDA

- A. Roll Call
- B. Proof of Notice of Meeting
- C. Disposition of Minutes for Meeting Held June 13, 2012 will be Deferred until the Next Meeting
- D. Report of the Committees of the Board
 - 1. University Affairs Committee
 - a. Resolution to Ratify Youngstown State University Association of Professional/Administrative Staff Labor Agreement
 - 2. Trusteeship Committee
 - a. Resolution to Approve Bylaw Amendments
- E. Communications and Memorials
- F. Unfinished Business
- G. New Business
- H. Old Business
- I. Chairperson's Remarks
- J. Dates and Times of Upcoming Regular Meetings of the Board
 - Tentative Meeting Dates: 3 p.m., Friday, September 28, 2012
 - 3 p.m., Wednesday, December 12, 2012
 - 3 p.m., Wednesday, March 13, 2013
- K. Adjournment

UNIVERSITY AFFAIRS COMMITTEE

**RESOLUTION TO RATIFY
YOUNGSTOWN STATE UNIVERSITY ASSOCIATION OF
PROFESSIONAL/ADMINISTRATIVE STAFF LABOR AGREEMENT**

WHEREAS, the three-year collective bargaining Agreement between the Association of Professional/Administrative Staff ("APAS") and Youngstown State University ("University") expired on June 30, 2012; and

WHEREAS, collective bargaining between the APAS and the University has proceeded in a mutually advantageous manner; and

WHEREAS, a tentative collective bargaining Agreement for the three-year period July 1, 2012 through June 30, 2015 has been reached between the APAS and the University;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby ratify the collective bargaining Agreement, as shown in Exhibit A, between the APAS union and the University for the period July 1, 2012 through June 30, 2015.

**Board of Trustees Meeting
July 27, 2012
YR 2012-**

Agenda Item D.1.a

AGREEMENT

between

YOUNGSTOWN STATE UNIVERSITY

and

YOUNGSTOWN STATE UNIVERSITY

ASSOCIATION

OF

PROFESSIONAL/ADMINISTRATIVE STAFF

Effective

~~July 1, 2009 through June 30, 2012~~

July 1, 2012 through June 30, 2015

TABLE OF CONTENTS

Article		Page
1	AGREEMENT AND RECOGNITION	
2	SCOPE OF UNIT	
3	TERM OF AGREEMENT	
4	SALARIES	
5	INSURANCE BENEFITS	
6	STAFF DEVELOPMENT LEAVES/STAFF DEVELOPMENT	
7	LEAVES	
8	VACATION	
9	GRIEVANCE PROCEDURE	
10	CONTINUITY OF EMPLOYMENT	
11	CORRECTIVE ACTION AND TERMINATION FOR JUST CAUSE	
12	LAYOFF AND RECALL	
13	VACANCIES, TRANSFERS, SEARCHES AND PROMOTIONS	
14	PART-TIME STAFF	
15	POSITION AUDITS AND APPEALS	
16	WORKLOAD	
17	HOLIDAYS	
18	EVALUATION	
19	PERSONNEL FILES	
20	RETIREMENT	
21	RETAINED RIGHTS	
22	ASSOCIATION RIGHTS	
23	UNIVERSITY-ASSOCIATION RELATIONS	
24	SEPARABILITY	
25	DUES DEDUCTION AND MEMBERSHIP	
26	CONTRACTING	
27	HEALTH AND SAFETY	
28	MISCELLANEOUS	
29	NON-DISCRIMINATION	
	SIGNATURE PAGE	
	APPENDIX A: POSITIONS INCLUDED IN THE BARGAINING UNIT	
	APPENDIX B: POSITIONS EXCLUDED FROM THE BARGAINING UNIT	
	APPENDIX C: SALARY RANGES	
	APPENDIX D: SALARY RANGE ASSIGNMENTS	
	APPENDIX E: GRIEVANCE FORM	
	APPENDIX F: EVALUATION FORM	
	APPENDIX G: SUMMARY OF HEALTH CARE COVERAGE	
	APPENDIX H: EMERGENCY SICK LEAVE BANK - APPLICATION FOR MEMBERSHIP	
	APPENDIX I: EMERGENCY SICK LEAVE BANK - APPLICATION FOR USE OF ESLB DAYS	
	APPENDIX J: STAFF PROFESSIONAL DEVELOPMENT APPLICATION ...	
	APPENDIX K: EMPLOYEE AUTHORIZATION TO CHANGE PERSONAL DATA	
	APPENDIX L: AUTHORIZATION FOR PAYROLL DEDUCTION	

**ARTICLE 1
AGREEMENT and RECOGNITION**

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

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

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

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

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

**ARTICLE 2
SCOPE OF UNIT**

2.1: The bargaining unit shall consist of those employees of the University serving in positions in the bargaining unit certified by the Ohio State Employment Relations Board (hereinafter SERB) in Case No. 90-REP-12-0318 on January 16, 1991 and year ~~2009~~ 2011 SERB Case No. 2011-REP-10-0098, as subsequently amended by order of the State Employment Relations Board. The positions included in the bargaining unit are listed on Appendix A to this Agreement.

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

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

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

**ARTICLE 3
TERM OF AGREEMENT**

3.1: Upon ratification by the parties, this Agreement shall become effective at 12:01 a.m. on July 1, ~~2009~~ 2012, and shall remain in effect until 11:59 p.m. on June 30, ~~2012~~ 2015.

3.2: Successor Agreement: On or before January 1, ~~2012~~ 2015, either party may notify the other that it wishes to renew or modify this Agreement. In this event, the parties shall meet no later than April 1, ~~2012~~ 2015, to negotiate with respect to a successor Agreement.

**ARTICLE 4
SALARIES**

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

A) Effective July 1, 2009 2012 through June 30, 2013 the base salaries of all bargaining unit members will remain frozen.

1. Longevity Increment:

~~a. Each bargaining unit member hired into, and continuously employed in, a bargaining unit position on or before July 1, 2005, who has not achieved at least twenty (20) continuous FTE years of bargaining unit service during his/her current period of employment shall receive a one-time lump sum bonus of Fifty Dollars (\$50.00) for each full-time equivalent (FTE) year of bargaining unit service. Such lump sum payment shall not be included in the bargaining unit member's base salary.~~

~~b. Each bargaining unit member holding a bargaining unit position as of July 1, 2009 who has achieved at least twenty (20) continuous FTE years of bargaining unit service during their current period of employment with the University shall receive an amount added to their base salary equal to Fifty Dollars (\$50.00) for each FTE year of bargaining unit service~~

~~c. For purposes of subsections (A)(1)(a) (b) and (B)(1) of this Section, "bargaining unit service" means employment in any current bargaining unit position, including periods of employment preceding the certification of the Association as bargaining representative.~~

~~2. Base Salary Increase: The University will increase the individual 2009-2010 base salaries, including any Longevity Increment adjustments to the base salaries of all full-time employees covered by this Agreement, by three percent (3.0%).~~

B) Effective July 1, 2010 2013 the University will increase the 2013 – 2014 base salaries of all full-time employees covered by this agreement by two percent (2%).

~~1. Equity Placement: Each bargaining unit member shall be placed on the salary band for the pay grade of his/her position at either his/her base salary as of July 1, 2010, or an amount equal to the minimum salary of the pay grade plus one and one-half percent (1.5%) for each FTE year of continuous bargaining unit service during their current period of employment with the University, whichever is greater.~~

~~2. Annual Increase: Each bargaining unit member shall receive an annual increase of one and one-half percent (1.5%) of his/her pay grade minimum.~~

~~3. Base Salary Increase: The University will increase the individual 2010-2011 base salaries, including any Equity Placement and Annual Increase but excluding any performance Appreciation Increase, of all full-time employees covered by this Agreement by four percent (4.0%).~~

C) Effective July 1, 2014 the University will increase the 2014 – 2015 base salaries of all full-time employees covered by this agreement by the same salary percentage increase received by the faculty bargaining unit in 2014.

~~1. Annual Increase: Each bargaining unit member shall receive an annual increase of one and one-half percent (1.5%) of his/her pay grade minimum.~~

~~2. **Base Salary Increase:** The University will increase the individual 2011-2012 base salaries, including any Annual Increase but excluding any performance Appreciation Increase, of all full-time employees covered by this Agreement by three and one-half percent (3.5%).~~

~~D) **Performance Appreciation Increase:** During the second and third years of this Agreement, a stipend shall be added to the base salary of each bargaining unit member in the amount of Five Hundred Dollars (\$500.00) for each full-time bargaining unit member, Three Hundred Seventy-Five Dollars (\$375.00) for each .75-.99 FTE bargaining unit member, and Two Hundred Fifty Dollars (\$250.00) for all other part-time bargaining unit members. This stipend shall be added in each year after all Annual and Base Salary Increases.~~

4.2: Salary Ranges: Salaries of full-time twelve (12)-month positions in the bargaining unit shall be subject to the salary minima and maxima reflected in the Salary Ranges which appear in Appendix C. Salaries of full-time ten (10)-month positions in the bargaining unit shall be subject to salary minima and maxima that are 10/12 of the ranges printed in Appendix C. Salaries of full-time nine (9)-month positions in the bargaining unit shall be subject to salary minima and maxima that are 9/12 of the ranges printed in Appendix C. A list reflecting the Salary Ranges to which full-time positions in the bargaining unit are assigned appears in Appendix D to this Agreement. Effective July 1, 2011, 2013 the minima for salary ranges (Appendix C) will be increased by ~~three and one-half percent (3.5%)~~ **two percent (2%)**. During each year of this Agreement, the maxima for salary ranges (Appendix C) shall be raised by ~~three percent (3.0%)~~ for year 2009-2010; ~~four percent (4.0%)~~ for year 2010-2011; and ~~three and one-half percent (4.5%)~~ for year 2011-2012. Effective July 1, 2014 the minima will be increased by the percentage referenced in Section 4.1(C) above. During the term of this agreement, the maxima for all bargaining unit members' salaries shall increase in the same manner as the salary increase. Any bargaining unit member who has achieved or exceeded the salary maxima for his or her salary range will also receive any and all increases in the same manner as other bargaining unit members. No bargaining unit member will be harmed.

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

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

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

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

4.7: Distinguished Service Program:

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

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

~~**4.9 Career Ladder:** Effective July 1, 2010, the parties shall implement a negotiated career ladder job responsibility and compensation advancement program for various bargaining unit positions. A written memorandum of understanding detailing the program requirements shall be signed and appended to this Agreement. No later than fourteen (14) days following ratification of this Agreement, the University and the Association each shall appoint three (3) members to a joint committee, for a total of six (6), who shall be responsible for developing the requirement for advancement through each career ladder. A bargaining unit member who successfully advances to the next step of a career ladder shall receive a five percent (5%) increase on his/her base salary.~~

~~**4.10 4.9:** Salaries for Part-time Staff:~~ Members of the bargaining unit who are part-time staff shall be placed in the appropriate pay grade. Continuing members of the bargaining unit who are part-time staff shall receive the salary increases provided for in Section 4.1, pro-rated based on the part-time employee's FTE as defined in ~~Article 1, Section 1.1~~ **Section 14.1**. Members of the bargaining unit who are part-time shall be paid no less than the minimum salary of their pay grade.

~~**4.11 4.10:** Supplemental Contracts:~~ Supplemental pay for bargaining unit members will be in accord with the University's policy for Supplemental Pay for Staff (University Guidebook Number 7023.01). Copies of supplemental contracts shall be made available to the President of the bargaining unit.

**ARTICLE 5
INSURANCE BENEFITS**

5.1 Summary of Coverage:

A) Eligibility: All group insurance benefits provided in ~~the predecessor~~ this Agreement and described in the health, dental, and life insurance booklets, shall be ~~continued for~~ available to the following eligible employees and their dependents except as expressly identified within this Agreement: all permanent full-time bargaining unit members are eligible for full benefits. Dependents are spouses/or domestic partners (for purposes of this Article, the term "domestic partner" shall apply to same-sex domestic partners only) and unmarried, financially dependent children to age ~~25~~ 26.

~~**5.2: B) Maintenance of Benefits/Open Enrollment:** For the duration of this Agreement, eligible members of the bargaining unit will have not less than three group health insurance plans from which to choose. Except as provided in this Article, the benefits under each the University's group health plan shall be equivalent to or better than those provided in the certificates that were are in place in Appendix G of the predecessor this Agreement. Members of the bargaining unit will annually have the right to choose one of to enroll in the plans during the open enrollment period established by the University. For the duration of this Agreement, the University will reimburse bargaining unit members enrolled in the SuperMed Classic plan (or subsequent comparable plan) for out-of-network charges incurred by the bargaining unit member or his/her covered dependents as a result of use of a non-network hospital.~~

C) Working Spouse/Coordination of Benefits:

1. Working Spouse Coverage Obligations.

a. If an employee's spouse is eligible to participate, as a current employee, self-employed individual (other than a sole proprietor) in a business (e.g., partner), or retiree in a group medical and/or prescription drug insurance sponsored by his/her employer, business, or employer's retirement plan, the spouse must enroll for at least single coverage in such group medical and prescription drug insurance if he/she is not eligible for Medicare on or before September 1, 2012. The use of the word "spouse" in this Article refers to a traditional spouse as well as a same-sex domestic partner.

For purposes of this section, in instances where the employer makes no monetary contribution for said coverage such plans will not be considered to be "employer sponsored" plans. This is intended to apply to situations in which the spouse is a current employee in a business. This determination will not apply to situations in which the spouse is a business owner, including partner of a company and/or firm, is a self-employed individual (other than a sole proprietor) in a business, or retiree in a group medical and/or prescription drug insurance plan.

b. This requirement does not apply to any spouse who works less than 25 hours per week AND is required to pay more than 50% of the single premium funding rate OR \$300 per month whichever is greater, in order to participate in the group medical and/or prescription drug insurance sponsored by his/her employer, business or employer's retirement plan.

c. Upon the spouse's enrollment in a group medical and/or prescription drug insurance sponsored by his/her employer, business or employer's retirement plan; that coverage will become the primary plan and the coverage sponsored by the University will become the secondary plan according to the primary plan's coordination of benefits and participation rules. The rules of O.R.C. §§ 3902.11 to 3902.14 shall govern the implementation and interpretation of these coordination of benefits rules.

d. Any spouse who fails to enroll in any group medical and/or prescription drug insurance coverage sponsored by his/her employer, business or employer's retirement plan, as required by this Section, shall be ineligible for benefits under such group medical and prescription drug insurance coverage sponsored by the University.

2. It is the employee's responsibility to advise the Plan via the University's Human Resources Office immediately (and not later than 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in group medical health insurance and/or prescription drug insurance sponsored by his/her employer, business, or employer's retirement plan. Upon becoming eligible, the employee's spouse must enroll in group medical and/or prescription drug insurance sponsored by his/her employer, business, or employer's retirement plan unless he/she is exempt from this requirement in accordance with the exemptions stated in this Section.

3. Every bargaining unit member whose spouse participates in the University's group medical and/or prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether his/her spouse is eligible to participate in group medical and/or prescription drug insurance coverage sponsored by the spouse's employer, business, or employer's retirement plan. If any bargaining unit member fails to complete and submit the certification form during the annual certification process, such bargaining unit member's spouse will be removed immediately from the University's medical insurance and/or prescription drug insurance coverage. Any information not completed or provided on the certification form may be requested from the employee.

4. If a bargaining unit member submits false material information, or fails to timely advise the Plan via the Chief Human Resources Officer of a change in the eligibility of the employee's spouse for group medical and/or prescription drug insurance sponsored by his/her employer, business or employer's retirement plan within 30 days of notification of such eligibility, and such false information or failure results in the University providing medical and prescription drug benefits to the employee's spouse to which they are not entitled, the bargaining unit member will be personally liable to the University for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the University. In addition, the bargaining unit member's spouse will be terminated immediately from the group medical and/or prescription drug insurance sponsored by the University. If the bargaining unit member submits false material information in this context, the employee may be subject to disciplinary action, up to and including termination of employment.

5. The details of the working spouse limitations and coordination of benefits requirements are available upon request from the Human Resources Office.

6. For purposes of salary deduction toward insurance premium cost sharing, families in which both spouses/domestic partner are employed by YSU have the option either to be treated as only one employee with employee +1 or family coverage or to select individual coverage and for each to pay the single salary share for premium.

7. If both spouses/domestic partners work for the University, the higher-paid employee pays for the employee +1 or family coverage.

8. An employee may opt out of health insurance benefits (medical, prescription drug, dental and/or vision) coverage upon submission of sufficient evidence, in accordance with the provisions of this Article, of such coverage from another source.

D) Coverage Levels and Additional Coverage Features: Effective ~~January 1, 2009~~ September 1, 2012, the University will offer a plan with equal to or greater coverage as the SuperMed Classic Plus plan ~~in effect December 31, 2008~~; a plan with equal to or greater coverage as the SuperMed Select plan ~~in effect December 31, 2008~~; and a plan with equal to or greater coverage as the Anthem plan ~~in effect December 31, 2008~~ as detailed in Appendix G. The University shall implement any or all of the following additional coverage features upon retaining a third-party administrator who is capable of administering any or all of these features:

- Separate office visit co-pay for services of \$30 by a Specialist
- Any other changes recommended by the Health Care Advisory Committee and approved in accordance with Section 5.9.

E) Booklets: Eligible employees shall receive at no charge booklets listing and explaining all insurance benefits and conditions. Benefits shall be no less than those described in the booklet that applies to the effective date of the Agreement. Continuing eligible employees shall receive such booklets at no charge upon request or as necessitated by changes in the insurance program.

F) Health Care Budgets: The University shall establish separate accounts to monitor the healthcare budget and expenses. Regular financial statements prepared by the consultant shall be provided to the Health Care Advisory ~~Task Force~~ Committee.

G) Wellness Program: The University shall ~~establish~~ continue funding in a dedicated account for the Wellness Program. The Wellness Program shall be developed by, and oversight provided by, the Health Care Advisory ~~Task Force~~ Committee. The program shall include incentives for employees in the program. ~~In FY2009, the University shall fund the Wellness Program for all University employees and their dependents at \$300,000; in FY 2010 at \$350,000; and in FY 2011 at \$400,000. Bargaining unit members are entitled to a pro-rated portion of the amounts noted for all employees.~~ The University will maintain funding of the Wellness Program during the term of this Agreement.

H) Savings: As detailed in Appendix G, ~~S~~savings to the health care plan resulting from recommendations made by the Health Care Advisory Task Force Committee after ratification of this Agreement shall be deposited into a separate account to be used for plan enhancements used to establish reserves for run-out (up to a maximum of two and one half (2-1/2 months anticipated liability) and to cover maximum liability. Additional savings shall be used for plan enhancements or for reductions in employee contributions as recommended by the HCAC. The account balance will carry forward from fiscal year to fiscal year. ~~Enhancements may not actuarially exceed the resources available within this account. Savings from administrative changes due to self-funding, fee reductions, and stop-loss improvements will not be included in this category.~~

~~Dental and Vision benefits are not part of the cost sharing of premiums, therefore, all bargaining unit members receive these benefits at no cost.~~

5.2a Premium Sharing: ~~For the duration of the Agreement, eligible members of the bargaining unit who choose to enroll in one of the health insurance plans offered by the University will contribute one and one half percent (1.5%) of their base rate of pay for a family plan or three fourths percent (.75%) of their base rate of pay for a single plan as health insurance premium sharing for Medical and Prescription Drug benefits. Effective on the dates indicated below, eligible bargaining unit members who choose to enroll in the University's health insurance plan will contribute the following percentages of the Fully Insured Equivalent or such other calculation as detailed in Appendix G, or such lesser percentage that the University charges to any other employees, for Medical, Dental, Vision and Prescription Drug benefits:~~

- A) Employees will contribute, via payroll deduction, an aggregate of 12% of the Funding Level in the first year of the contract (effective September 1, 2012); 15% in the second year (effective July 1, 2013); and 15% in the third year (effective July 1, 2014). In each year of the contract, once the Funding Rates are determined for the Employee Only; Employee + One Dependent; and Family (Employee + two or more dependents) contracts, the Employer and the Union will meet to identify the flat percentage of salary within the bargaining unit that is required for Funding Level to be reached in each year of the contract. Once both sides agree to the flat percentage, it will be implemented by the University. This will occur before September 1, 2012 and each July 1 of the contract thereafter.
- B) Notwithstanding the foregoing formula, employees shall pay no more or no less than the following percentages of the Funding Rates:
 - 1. Effective September 1, 2012: Minimum 8%; Maximum 21%
 - 2. Effective July 1, 2013: Minimum 11%; Maximum 21%

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

5.2b Office Visit Co-pay: For the duration of this Agreement, the co-pay for office visits will be ~~\$10.00~~ \$15.00 per visit. Office visits exempt from co-pay under these plans will remain exempt for the duration of the Agreement. All Preventive Care visit(s) shall remain exempt from office visits co-pays. (e.g. Mammographies, PAP, PSA, etc., see Appendix G.)

5.3: Dental Coverage: For the duration of the Agreement, the University will provide a dental care plan for members of the bargaining unit and their dependents with benefits levels not less than those in effect as in the predecessor Agreement.

5.4: Vision Care: For the duration of this Agreement, the University will continue to provide a vision care plan for members of the bargaining unit and their dependents with benefits levels not less than those in effect as in the predecessor Agreement.

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

5.6: Prescription Coverage: ~~Effective January 1, 2009~~ September 1, 2012, the University will maintain a prescription drug program, ~~subject to the following:~~ detailed in Appendix G.

- ~~A) For generic drugs, there shall be no employee co-pay.~~

- B) ~~For brand-named formulary drugs, the employee co-payment shall be the full cost or \$17, whichever is less for up to a 30 day supply; and shall be the full cost or \$25 for a mail-in 90 day supply; and~~
- C) ~~For brand-named non-formulary drugs, the employee co-payment shall be the full cost or \$35, whichever is less, for up to a 30 day supply; and the full cost or \$50, whichever is less, for a mail-in 90 day supply.~~
- D) ~~The maximum annual out-of-pocket expenses for prescriptions shall be \$700 for single employees, and \$1,400 for families. The employee is responsible for maintaining receipts and, after reaching the maxima, submit them as documentation to Human Resources on a quarterly basis to receive reimbursement.~~
- E) ~~After two (2) 30 day retail purchases, maintenance drugs can only be purchased through mail order for a 90 day supply.~~
- F) ~~All prescriptions will be "dispense as written" with appropriate co-pays applied.~~

5.7: Second and/or Third Medical Opinions: For the duration of this Agreement, a second opinion may be obtained, at the discretion of the bargaining unit member or covered dependent, prior to surgery for hemorrhoidectomy, herniorrhaphy, cholecystectomy, cataract extraction, meniscectomy, tonsillectomy/adenoidectomy, submucous resection, transurethral resection/prostate, laminectomy, hysterectomy, total knee replacement, or total hip replacement. If the second opinion differs from the first opinion, the bargaining unit member or covered dependent may choose to obtain a third opinion. The cost of the optional second opinion and/or third opinion shall be covered by the University.

5.8: Right to Alter Carriers: The University has the right to self-insure or change carriers as it deems appropriate, provided that the affected benefits remain comparable, but no less than present levels in each benefit category.

5.9: Health Care Advisory Task Force Committee: ~~The University and the Union support the continuance of the University Health Care Advisory Task Force Committee, as provided for in the Health Care Committee Policy and Guidelines consisting of at least two (2) representatives from the University and at least two (2) representatives from the Unions. The charge of the committee is to review and assess existing medical, dental, prescription drug, and life insurance benefits currently provided by the University and to explore viable options for maintaining benefits levels. The HCATF shall review matters relative to financial performance, vendor selection, plan design, plan performance, aggregate statistics, etc., of the healthcare plan. During the term of this Agreement, and in order to be responsive to the dynamic environment of healthcare, the HCATF shall coordinate the administration of the Wellness Program and make recommendations to the Board of Trustees regarding cost neutral plan design changes intended to enhance the benefit plan or support the Wellness Program. The Union representatives to the HCATF/HCAC shall consult the membership their governing bodies prior to proceeding with such any recommendations. The recommendations shall be determined to be cost neutral (not an increase in overall expected liability of the plan) by an independent certified actuary or benefits consultant, as applicable. The HCAC shall recommend options that are mutually beneficial to employees and the University. Further, such recommendations shall pertain to matters that would only otherwise be subject to collective bargaining. If approved by the Board of Trustees, Where a recommendation would alter the terms of the collective bargaining agreement a properly executed memorandum of understanding signed by the Union President and the University designees shall be executed implementing such recommendations as if ratified by the bargaining unit.~~

5.10: Section 125 Benefits: The University will contract with a carrier to serve as Third Party Administrator (TPA) for Section 125, and premium pass-through benefits (premium pass-through, flexible spending and dependent care accounts, etc.). Eligibility for and use of this program shall be governed by IRC Section 125. There shall be no initiation or sign-up fees for employees. Monthly administrative charges, if any, for the TPA shall be paid by payroll deduction by those employees selecting this benefit and shall not increase during the life of this Agreement. Employee contributions under Section 125 shall also be made by payroll deduction to the maximum of \$5,000.00 per account. An individual selecting this plan shall participate in the plan from January 1 to December 31.

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

5.12: Life Insurance – Active: The University will provide at no cost to the bargaining unit member, term life insurance in an amount equal to two-and-one-half (2-1/2) times the bargaining unit member's annual salary (hourly rate X 2080). Each bargaining unit member's group term insurance shall be subject to a cap of Two Hundred Fifty Thousand Dollars (\$250,000) for the term of this Agreement. Bargaining unit members may waive insurance coverage in excess of \$50,000.

5.13: Long-Term Disability Benefit Policy: The University will provide a group long-term disability benefit plan to members of the bargaining unit who have not yet qualified for such coverage under the Ohio Public Employees Retirement System or a comparable state retirement fund, with coverage for such bargaining unit member to continue only until he/she becomes eligible for disability benefits under such state fund.

5.14: COBRA Rights: If a bargaining unit member terminates his/her employment or separates from the University, the University will notify the employee of his/her right to choose to continue his/her healthcare plan under the federally mandated COBRA program.

~~**5.15: Wellness Release Time:** The parties agree, through the HCATF, to investigate and study the concept of release time during work hours for the purpose of wellness activities as implemented by various employers, specifically, the return on such investment. The HCATF shall submit a report to the Board of Trustees—Internal Affairs Committee, regarding the findings and recommendations before December 31, 2010.~~

~~**5.16: Voluntary Short-Term Disability Coverage:** The University will provide a bargaining unit member an opportunity to enroll in Short-Term Disability coverage through payroll deduction at the employee's expense. Vendors will be selected by the Health Care Advisory Task Force.~~

~~**5.16 5.15: Voluntary Long-Term Care Coverage:** If the University is able to locate a vendor, it will provide a bargaining unit member an opportunity to enroll in Long-Term Disability Care coverage through payroll deduction at the employee's expense. Vendors will be selected by the Health Care Advisory Task Force.~~

~~**5.17 5.16: Voluntary Life Insurance Coverage:** The University will provide a bargaining unit member an opportunity to purchase additional life insurance through payroll deduction at the employee's expense. Vendors will be selected from the analysis done by the Health Care Advisory Task Force.~~

5.17: Coverage Eligibility for Approved Leaves: The parties acknowledge that employees on approved leaves will be required to maintain timely employee premium contributions or lose eligibility for such coverage.

ARTICLE 6

STAFF DEVELOPMENT LEAVES/STAFF DEVELOPMENT

6.1: Staff Development Leaves: For each of the fiscal years of this Agreement, the University will support a minimum of two (2) Staff Development Leaves for full-time members of the bargaining unit. Each leave shall be for up to twelve (12) months duration unless additional time is approved. Each leave recipient shall be paid 100% of his/her salary while on leave. The University will maintain group insurance coverage for leave recipients at ~~no the same cost to them~~ **the recipients would pay if they were not on leave**, and all other rights and privileges shall remain in effect during the leave as though the individual were not on leave. A maximum of twenty (20) percent of one-third (1/3) of the average salary of full-time bargaining unit members, budgeted for the prior year, will be budgeted for anticipated expenses to be incurred during the leave(s). The purpose of Staff Development Leaves shall be to permit staff members to engage in professional/educational activities that are related to their positions at the University and will serve to enhance their professional contributions to the University as staff members. Applications for Staff Development Leaves may be submitted to the University on a form made available through the office of the Chief Human Resources Officer. The Administration and the leave applicant shall make every reasonable effort to redistribute job responsibilities during the requested leave. The deadline for submitting an application shall be March 1, of each year. If March 1 falls on a Saturday or Sunday, the deadline is the next working day. Leave applicants will be interviewed by a three-member committee, with one member designated by the President of the Association, one member designated by the President of the University, and the third member designated by the first two members. The committee will forward its recommendations, including a recommended distribution of budgeted expenses, to the President of the University within thirty (30) days following the deadline for applications, and the President of the University shall announce the names of leave recipients within thirty (30) days following receipt of the committee's recommendations. The decision of the President of the University shall be final and binding.

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

of the University a brief written report of leave activities. Leave for more than one (1) bargaining unit member from any work area, for the same time or overlapping time period, must be approved by the department head.

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

ARTICLE 7 LEAVES

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

- A) **Child:** biological, adopted, foster, stepchild, ward or child of person standing in loco parentis who is under 23, or 23 or older if incapable of self-care due to disability.
- B) **Eligible Bargaining Unit Member:** a bargaining unit member with at least one year of service who has worked at least 1,040 hours in the previous twelve (12) months.
- C) **Non-probationary bargaining unit member:** a bargaining unit member who has achieved continuity of employment.
- D) **Probationary member:** is a member who has not yet achieved continuity of employment.
- E) **Immediate family:** spouse, children, daughters-in-law, sons-in-law, grandchildren, parents, parents-in-law, grandparents, spouse's grandparents, brothers, sisters, brothers-in-law, sisters-in-law, or legal guardian and domestic partner.
- F) **Parent:** biological father or mother, adoptive parents, step parents, or foster parents, or person in loco parentis when employee was a child.
- G) **Domestic Partner:** A domestic partner is defined as a person who, according to the employee's affidavit, has shared a committed, on-going domestic relationship with the employee for not less than the continuous preceding twelve (12) months. Specific to this Article, domestic partner is ~~not~~ limited to "same sex" domestic partner.
- H) **Serious health condition:** an illness, injury, impairment or physical or mental condition that involves in-patient care in a hospital, hospice or residential medical care facility, or continuing treatment by a healthcare provider.
- I) **Third medical opinion:** a medical opinion that is provided when there is a conflict between the first medical opinion provided by the employee's medical provider and the second medical opinion provided by the employer's medical examiner. The persons providing the first two medical opinions shall select the person to provide the third medical opinion.

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

7.3: Leave Without Pay: With the approval of the unit supervisor or designee and the Chief Human Resources Officer, a bargaining unit member may be granted Leave Without Pay in the categories specified in Sections ~~7.4-7.12~~ **7.4, 7.5, 7.8, 7.9 and 7.25. Leave under Sections 7.4, 7.8 and 7.25 shall run concurrently with FMLA leave until FMLA leave has been exhausted.** Requests for Leave Without Pay will be submitted on a form provided by the University a minimum of one (1) month prior to the requested effective date of leave or at the earliest feasible time. Serious consideration will be given to all requests. A bargaining unit member's seniority will

continue to accrue while on all Leaves without Pay. Upon return from any Leave without Pay, a bargaining unit member will be restored to the position held prior to the leave or to an equivalent position with equivalent pay, benefits and other employment terms.

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

7.5: Educational:

- A) To be eligible for an educational leave, a bargaining unit member must meet the following conditions:
1. two (2) complete years of service performed at the University since becoming a full-time employee;
 2. three (3) complete years of service performed at the University since the completion of any previous Educational Leave;
- B) Educational Leave without pay may be granted when the eligible YSU-APAS member and the Administration agree that the leave will enhance the employee's value to the University, and when the Administration can make temporary arrangements to cover the assignments ordinarily performed by the individual. Educational Leave without pay may extend from a few days to a full year. Educational Leave without pay may be renewed for an additional year(s), provided the total period of absence from duty does not exceed three (3) years. In situations where the nature of proposed leave activities necessitates a period of absence longer than one year, the eligible bargaining unit member may request a leave without pay of two or three complete fiscal years. The leave request, however, must address the necessity of the period for which leave without pay is requested. The eligible bargaining unit member granted leave without pay shall receive the pay increments specified in Article 4 ("Salaries") as if he/she were at YSU. Included in the three-year limitation shall be any other leaves which the eligible bargaining unit member takes immediately preceding or succeeding a leave without pay. Applications for leave without pay of six (6) months or longer shall be made at least one hundred eighty (180) days prior to the period of proposed leave. ~~While on Educational Leave, the bargaining unit member will receive all fringe benefits granted to employees on the same basis as employees in active status with the exception of accrual or use of paid leaves of absence and the employer share of pension contributions, provided the bargaining unit member continues to pay to the University any premiums for the medical and dental contributions and provided the bargaining unit member continues to pay to the University any premiums for life insurance and long term disability coverage. A bargaining unit member taking Educational Leave Without Pay may maintain his/her insurance coverage by paying the COBRA group rate to the University.~~ During the period of an unpaid Educational Leave, the bargaining unit member will continue to accrue seniority and service credit for vacation calculations.
- C) An eligible bargaining unit member who wishes to pursue formal education or training that is not related to his/her position may be granted Educational Leave Without Pay for a period of up to six (6) months, provided that the Administration can make temporary arrangements to cover the assignment ordinarily performed by the eligible bargaining unit member. Included in the six-month limitation shall be any other leaves that the eligible bargaining unit member takes immediately preceding or succeeding the Educational Leave without pay. He/she may maintain his/her insurance coverage by paying the COBRA group rate to the University. As a prerequisite to approval of this type of leave, the bargaining unit member must submit a notarized statement saying that he/she will continue his/her employment at the University for at least eighteen (18) months following the completion of such leave. Should the bargaining unit member resign or be removed prior to the completion of the eighteen-month period, he/she will be responsible for repayment to the University for the full cost of any fee remission received at Youngstown State University. Leave recipients who fail to return to the University for the specific period following the completion of the leave will be permitted to arrange a schedule of repayment over a period not to exceed two (2) years.
- D) A bargaining unit member may return to active pay status earlier than originally scheduled if the return is mutually acceptable to the University and the bargaining unit member.
- E) The University may cancel the leave and direct the bargaining unit member to return to active pay status if the leave is not being used for the intended purpose. Should such cancellation occur, the bargaining unit member shall be responsible for

the repayment to the University for the full cost of any fee remission received at Youngstown State University and the full cost of any insurance premiums paid by the University on the bargaining unit member's behalf during the period of the Educational Leave. The bargaining unit member shall receive written notification of such action. The bargaining unit member will be permitted to arrange a schedule of repayment over a period not to exceed two (2) years. The University reserves the right to assess appropriate discipline against any bargaining unit member who fails to use Educational Leave for the intended purpose.

7.6: Family and Medical Leave (FMLA): ~~The parties intend that this Article shall in all aspects be construed and applied in a manner to provide benefits not less than those in the Family and Medical Leave Act of 1993, as amended. In any event, a bargaining unit member will be provided whichever benefits are greater between the provisions provided in this article and in the Family Medical Leave Act. The University shall provide an Eligible Bargaining Unit Member with leave in accordance with the requirements of the Family and Medical Leave Act, and subject to the following additional conditions:~~ FMLA leave shall run concurrently with any paid leave of absence available to a bargaining unit member for care and treatment of such serious health condition unless otherwise specified by this Article. Eligible bargaining unit members shall be entitled to receive leave under the Family and Medical Leave Act (FMLA) to receive care for: (a) birth of a child and to care for the newborn child; (b) placement with the bargaining unit of a child for adoption or foster care; (c) a bargaining unit member's own serious health condition (including pregnancy) or to care for the bargaining unit member's child, spouse, or parent with a serious health condition; (d) qualifying exigency arising out of the fact that the bargaining unit member's spouse, child, or parent is a covered military member on active duty, or has been called to active duty, in support of a contingency operation; (e) or care for a covered service member with a serious injury or illness if the bargaining unit member is the spouse, child, parent, or next of kin of the service member. The University shall administer FMLA leave in accordance with law.

- ~~A) — A rolling twelve month period measured retrospectively from the date a member uses any FMLA leave shall be used to determine the "twelve month period" in which the amount of FMLA leave entitlement occurs.~~
- ~~B) — If the University has medical evidence from its physician and/or the Eligible Bargaining Unit Member's physician that indicates the Eligible Bargaining Unit Member is expected to be able to substantially and materially perform his/her duties by a specified date that is no later than one (1) year from the last day on the job, a request for extension of Family and Medical Leave Without Pay will be considered.~~
- ~~C) — Vacation may be substituted for all or a portion of the Family and Medical Leave.~~

7.7: Leave for Extended Illness or Disability: ~~A leave for extended illness or disability is defined as an unpaid leave granted or required by the University for medical reasons after a bargaining unit member has exhausted all Family and Medical Leave.~~

- ~~A) — Eligibility: A bargaining unit employee is eligible for disability leave benefits if the employee has completed the probationary period and if the employee has completed one (1) year of continuous University service immediately prior to the date of the disability, and is eligible for sick leave.~~
- ~~B) — Duration: A non probationary bargaining unit member may be granted such leave for up to six (6) months. The University may require medical certification and/or a second opinion to support a leave of this type. If the University has medical evidence from its physician and/or the bargaining unit member's physician that indicates the bargaining unit member is expected to be able to substantially and materially perform his/her duties by a specified date that is no later than one (1) year from the last day on the job, a request for extension of such leave will be considered.~~
- ~~C) — Insurance and Retirement: A bargaining unit member on this type of leave will receive all group insurance on the same basis as employees in active pay status, and the retirement contribution shall be paid as follows:
 - ~~1. the employer's share shall be paid by the University;~~
 - ~~2. the employee's share shall be paid by the employee for the first three months.~~
 - ~~3. the employee's share shall be paid by the University after the first three months.~~~~
- ~~D) — Intermittent Leave/Reduced Schedule: A bargaining unit member on this type of leave, with the approval of the unit supervisor or designee and the Chief Human Resources Officer, may take reduced or intermittent leave to reduce the usual~~

~~number of hours per day or work week. Leave for Extended Illness or Disability may be used on a continuous basis, an intermittent basis, or as a reduced work schedule at a prorated level of pay.~~

~~7.8: Use of Paid Time Off with Unpaid Leave: A bargaining unit member may choose to have all or a portion of unpaid leave under Sections 7.6-7.7 to run either concurrently or consecutively with sick leave, vacation leave, personal days or, when applicable, maternity or parental leave. The bargaining unit member must notify the Chief Human Resources Officer of his/her choice at the time he/she gives notice of the unpaid leave.~~

7.9 7.7: Disability Separation and Disability Retirement:

- A) **Disability Separation** - A bargaining unit member who has exhausted all forms of paid leave and who is not eligible, or whose eligibility has expired under Sections ~~7.6-7.7~~ may be disability separated in accordance with the provisions of the Ohio Revised Code.
- B) **Disability Retirement** - A bargaining unit member who is eligible may apply for disability retirement in accordance with the provisions of OPERS.

7.10: Child Care Leave:

- ~~A.) **Biological Mother:** Once a YSU APAS member is certified by her physician following childbirth to be medically capable of performing her regular duties, she will be entitled to leave without pay for a period not to exceed six (6) months for the purpose of child care.~~
- ~~B.) **Biological Father:** A male YSU APAS member, upon the birth of his child, is entitled to leave without pay for a period not to exceed six (6) months for the purpose of child care.~~
- ~~C.) **Adoptive Parents:** A YSU APAS member is entitled, upon the adoption of a child, to leave without pay for a period not to exceed six (6) months for the purpose of child care.~~
- ~~D.) **Foster Parents:** Upon the arrival of a foster child, a YSU APAS member may take Child Care Leave without pay for a period not to exceed twelve (12) weeks.~~
- ~~E.) **Application for Child Care Leave shall be made in writing to the Chief Human Resources Officer not later than thirty (30) days prior to the effective date for such leave, and such request shall state the anticipated duration of the leave. In the case of an application for Child Care Leave by an adoptive parent, this thirty (30) day requirement shall be waived. In the case of Child Care Leave related to pregnancy, the request shall be accompanied by a statement from the attending physician giving the expected date of delivery.**~~
- ~~F.) **During the period of Child Care Leave, the employee on leave will be deemed to be relieved temporarily of his/her YSU duties.**~~
- ~~G.) **While on Child Care Leave, the bargaining unit member will receive all group insurance benefits on the same basis as employees in active pay status.**~~
- ~~H.) **Vacation/Sick Leave Substitution:**~~
 - ~~1) **Six (6) Month Leave:** Vacation may be substituted for a portion of the six month Child Care Leave, but may not be used consecutively with the Child Care Leave. Sick leave may be substituted for up to twelve (12) weeks of the six (6) month Child Care Leave, but may not be used consecutively with the Child Care Leave.~~
 - ~~2) **Twelve (12) Week Leave:** Vacation and/or sick leave may be substituted for a portion of the twelve (12) week Child Care Leave, but may not be used consecutively with the Child Care Leave.~~
- ~~I.) **An eligible bargaining unit member on Child Care Leave, with the approval of the unit supervisor or designee and the Chief Human Resources Officer, may take reduced or intermittent leave to reduce the usual number of hours per day or work week.**~~

~~D) Child Care Leave shall run concurrently with Maternity Leave or Parental Leave.~~

~~7.11~~ **7.8: Workers' Compensation:** A bargaining unit member who chooses to receive compensation from the Bureau of Workers' Compensation instead of using sick leave will be considered to be on a medical leave without pay for the periods specified in Sections 7.6-7.7. A bargaining unit member on this type of leave shall receive all insurance benefits for the time periods specified in Sections 7.6-7.7, provided the bargaining unit member continues to pay to the University any premiums for the medical, **prescription, vision and dental contributions** and provided the bargaining unit member continues to pay to the University any premiums for life insurance and long-term disability coverage (**this applies only if any non-self insured coverage obtained from an outside carrier, for which the University and/or the employee pay premiums to such outside carrier, permits coverage for persons who are not in active pay status**). During the period of an unpaid workers' compensation leave, the bargaining unit member will not accrue ~~sick any paid leave~~.

~~7.12~~ **7.9: Political Leave:** A staff member who is elected or appointed to a full-time political office may be granted leave without pay for the duration of his/her term of office; this leave shall not exceed four (4) years.

LEAVE WITH PAY:

~~7.13~~ **7.10: Sick Leave:**

- A) Sick Leave is the authorized absence of an employee with pay because of personal illness, pregnancy, complications due to pregnancy or birth, adoption, injury, ~~and exposure to contagious disease and visits to or treatment by medical providers that cannot be scheduled outside of the employee's normal working hours~~. Sick leave may also be used because of illness, injury, or death in the employee's immediate family.
- B) Each full-time bargaining unit member earns sick leave at the rate of one and one-quarter (1.25) days per month. Sick leave is cumulative without limit. The Administration will make available to each bargaining unit member a report showing accumulated sick leave on the Banner Portal system.
- C) Sick Leave may be used during any period of time in which the employee is under contract to perform services for the University. When using sick leave, the bargaining unit member will promptly notify his/her unit supervisor, and whenever possible, advise of the estimated duration of absence. An employee shall report all uses of sick leave on the APPLICATION FOR USE OF SICK LEAVE form in accord with the directions for use attached thereto. The form must be submitted within three (3) working days following the individual's return to work.
- D) A continuous period of sick leave commences with the first day of absence and includes all subsequent days until the employee returns to work. Saturdays and Sundays (if the employee is not scheduled to perform services), and official holidays established and/or observed by the University shall not be counted. During any seven (7) day period, the maximum number of days of sick leave charged against any employee shall be five (5).
- E) All unused sick leave accumulated prior to the effective date of this Agreement shall be available for use by the employee.
- ~~F) The University will advance sick leave to new employees during the first year of their employment, provided the amount of sick leave advanced shall not exceed in total the amount the employee would earn during the fiscal year in which it is granted.~~

~~7.14~~ **7.11: Sick Leave Bank:** Bargaining unit members may voluntarily participate in the Sick Leave Bank as delineated in the Sick Leave Bank Policy and described below using the forms provided in Appendix I.

~~7.14.1~~ **7.11.1: YSU-APAS Sick Leave Policy:**

A) Establishment:

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

2. For purposes of this policy, the year will run from July 1 through the following June 30. ~~(Exceptions may be made for the initial start-up year.)~~

B) Operational Procedures:

1. Use of days from the ESLB will be limited to those individuals who have donated (and, when necessary as determined by the ESLB Committee, are continuing to donate) to the bank. The ESLB Committee will meet each year between June 1 and June 15 to establish the amount of donation for the forthcoming year. This amount may be less than one (1) day and may be zero if the ESLB Committee determines that there is sufficient balance in the bank for that year. During the year, the ESLB Committee may declare an emergency and ask bank members to donate an additional non-returnable day (or fraction thereof) to keep the bank solvent. Such additional amounts will not count toward the following year's donation. Unused days from one year will be advanced to the next
2. Use of days from the ESLB will be limited to medical conditions of a non-routine nature. Use of days will not be considered in lieu of Child Care Leave, for instance, but could be granted in cases of the inability of the employee to return to work after completion of Child Care Leave due to medical complications after the birth of a child. Days from the ESLB may be requested for the use of the bank member and/or due to illness/injury of the member's spouse or dependent children, or any other person in the bank member's immediate family, as defined by ~~O.A.C. 123:1-47-01 and the Collective Bargaining Agreement in Section 7.1.~~ A physician's statement must accompany the application in order to be considered. The application form and physician's statement are to be forwarded to the Chief Human Resources Officer. Upon receipt of all information, the ESLB Committee will make a decision within ten (10) working days.
3. Use of days from the ESLB will be considered only after the bank member has exhausted all of his/her paid leave days.

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

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

In the event the ESLB is disbanded, unused days will be returned to participating members on a prorated basis. Upon return to work at YSU, a member who has borrowed days will be required to pay back those days at the rate of four (4) sick days per academic year until the total number of days borrowed has been restored to the bank. This requirement will be waived if the member requires those days in a given year due to illness. Any outstanding balance of sick leave days borrowed from the ESLB will be subtracted from the member's accrued sick leave days before conversion at retirement (~~Article 14.2~~).

C) YSU-APAS Emergency Sick Leave Bank Committee:

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

7.15 7.12: Legal Leave: Bargaining unit members will be granted leave with pay to fulfill court or jury duty obligations when subpoenaed by the United States, the State of Ohio, or a political subdivision thereof including hearings held by Worker's Compensation and the State Personnel Board of Review unless such duty is performed outside of the bargaining unit member's regularly scheduled working hours. The subpoena or other written notification verifying the necessity of such leave will be presented to the bargaining unit member's immediate supervisor as far in advance as possible. The University has the right to adjust work schedules within a department to maintain operations when an employee is absent on legal leave. A bargaining unit member will be excused from working if the jury service or court appearance: (a) lasts more than four hours; and (b) if his/her regularly scheduled hours: (i) starts less than eight hours after the end of the bargaining unit member's jury service or court appearance, or any excuse from same; or (ii) ends more than eight hours after the start of the bargaining unit member's jury service or court appearance, or any excuse from same. A bargaining unit member who is excused from legal leave after having served less than three (3) hours will report to work for the balance of his/her shift. All compensation in excess of fifteen dollars (\$15.00) per day (excluding travel allowance) received from a court or other judicial or quasi-judicial body shall be deposited with the YSU Student Accounts and University Receivables Office. However, no bargaining unit member will be paid for court appearances related to his/her personal matters. These absences will be accounted for by the utilization of vacation time, compensatory time, personal leave or leave without pay in daily increments if the absence is one day or more. Legal leave with pay is not allowed for situations in which an individual is appearing as a witness for remuneration.

7.16 7.13: Administrative Leave: The University may, in its discretion, place a bargaining unit member on administrative leave with pay when such leave is to be used in circumstances where the health or safety of an employee, or of any person or property entrusted to the employee's care, could be adversely affected. The University agrees that such action shall not be arbitrary or capricious. Compensation for administrative leave will be equal to the employee's total rate of pay. The length of such leave is solely at the discretion of the unit supervisor or designee, but shall not exceed the length of the situation for which the leave was granted.

7.17 7.14: Professional Leave: Professional leave is leave with pay to attend professional meetings, conferences, and seminars. Requests for professional leave must be submitted at least thirty (30) days in advance of the proposed leave to an appropriate administrator, and must be approved by the Administration prior to the individual going on professional leave.

7.18 7.15: Training Leave: A bargaining unit member who is directed by the University to engage in specified training and/or education as a condition of continued employment will be maintained in a regular pay status for the duration of such training.

7.19 7.16: Emergency Leave: If the University cancels classes and employees are required to work, or if a Level 3 emergency is declared by the governmental entity in which the employee resides, a bargaining unit member who is unable to report to work may utilize paid ~~Emergency Leave~~ **vacation leave or personal leave.**

7.20 7.17: Personal Leave: Each full-time bargaining unit member may request the use of **up to four (4) Personal Leave Days per fiscal year from July 1, 2012 to June 30, 2013.** Each full time bargaining unit member may also convert **up to two (2) sick leave days per year to Personal Leave Days. From July 1, 2013 to June 30, 2014, each full time bargaining unit member may request the use of up to two (2) Personal Leave Days and may also convert up to two (2) sick leave days per year to Personal Leave Days. From July 1, 2014 to June 30, 2015, each full time bargaining unit member may convert up to four (4) sick leave days per year to Personal Leave Days.**

Each part-time bargaining unit member may request the use of **up to two (2) Personal Leave Days per fiscal year from July 1, 2012 to June 30, 2013.** Each part-time bargaining unit member may also convert **up to one (1) sick leave day per fiscal year to Personal Leave Days. From July 1, 2013 to June 30, 2014, each part time bargaining unit member may request the use of up to one (1) Personal Leave Day and may also convert up to one (1) sick leave day per year to Personal Leave Days. From July 1, 2014 to June 30, 2015, each part time bargaining unit member may convert up to two (2) sick leave days per year to Personal Leave Days.**

This request shall be limited to increments of one-half (1/2) or one (1) workday per use unless otherwise permitted, in the sole discretion, by the unit supervisor. Personal Leave Days will not be subject to the sign-up procedure in Article 8, and such requests will be granted by the supervisor if the request is made at least one (1) calendar week in advance of the day requested or due to emergencies, unexpected property repair, family emergencies, etc. At least one (1) of the Personal Leave Days must be requested one (1) calendar week in advance of the day requested. Personal Leave Day requests must be recorded on an Application for Leave form and submitted to the bargaining unit member's unit supervisor within three (3) days after the leave is taken. **From July 1, 2012 to June 30, 2014 Personal Leave Days, excluding those converted from sick leave, will be in addition to any other leave or vacation in this Agreement.**

7.21 7.18: Military Leave:

- A) An employee ordered for a pre-induction physical or periodic physicals for reserve status training shall be given leave with pay for this purpose if the leave is less than one day by providing a copy of the military orders to the employee's department head. Eligible bargaining unit members shall be entitled to receive military leave under the federal and Ohio Uniformed Services Employment and Re-employment Rights Act (USERRA) to fulfill short-term (i.e., 31 consecutive calendar days or less) and extended (i.e., more than 31 consecutive calendar days) duty obligations and to obtain reinstatement after completing such service obligations.
- ~~B) All bargaining unit members who are members of the uniformed services of the United States are entitled to leave of absence without loss of pay for up to thirty-one (31) days in each calendar year during which they are performing service as required by their membership in the uniformed services.~~
- ~~C) All such employees who are ordered to the uniformed services for longer than a month during a period under which an executive order of the President of the United States has been issued or an act of Congress has been enacted are entitled to the difference between their gross monthly wages as University employee(s) and the sum of their gross uniformed service pay and allowances for the monthly periods beyond the initial month each calendar year. No such supplemental pay is due if the employee's gross uniform pay exceeds the wages payable had the employee been in active status.~~
- ~~D) B) Employees will be permitted to continue the health benefit coverage during their leaves of absence in accordance with Article 5 that would have been in effect had they remained in active status, providing that any applicable employee premium contributions continue to be paid after six months of activation in accordance with Article 4 (Salaries) and provided further that any non-self insured coverage obtained from an outside carrier for which the University and/or the employee pay premiums to that outside carrier permits coverage for persons who are not in active pay status.~~
- ~~E) An employee, who enters military service, must show his/her supervisor the military orders to active duty. Such an employee should keep his/her money in the retirement system if he/she expects to return.~~
- ~~F) Upon return from military leave, a bargaining unit member will be reinstated at the applicable rate of his/her job classification in accordance with law. A bargaining unit member who enters military service during a probationary period shall be credited with days worked toward the completion of that probationary period. The bargaining unit member shall be restored to his/her former title, and his/her salary shall reflect all salary adjustments to the bargaining unit member's former rate granted during military leave.~~

7.22 7.19: Bereavement Leave:

- A) Four (4) consecutive days of paid bereavement leave will be granted to a bargaining unit member at the total rate of pay upon the death of a member of his/her immediate family as described in ~~Article~~ Section 7.1(E). Bereavement leave will also be granted in the case of a stillbirth condition.
- B) If the death is the employee's aunt or uncle, the employee is entitled to one (1) day of bereavement leave at the total rate of pay.
- C) Part-time bargaining unit members will receive bereavement leave with pay for the hours that they are normally scheduled to work pursuant to the limits in the article.
- D) The University may grant additional use of sick, ~~personal days~~ or vacation leave or leave without pay in daily increments if the absence is one day or more in order to extend the bereavement leave. The leave and the extension may be subject to verification.

~~7.23 Civic Duty: Upon advance approval of the Chief Human Resources Officer, bargaining unit members who are appointed by elected state officials or state agency heads to serve on advisory boards or commissions which report to the elected official or state agency, elected to a non-partisan board, or who are appointed to positions involved in the solicitation of contributions for charitable organizations approved for payroll deduction, may be granted paid time for any activities during the bargaining unit member's regularly scheduled workday not to exceed the duration of the employee's regular shift.~~

~~7.24~~ **Public Service:** Members of the bargaining unit may attend meetings of the boards of directors or trustees, or other committees, of public or private non-profit service agencies during normal work hours, provided that the individual's department director or supervisor approves in advance, and provided that the individual is a member of the board or committee.

7.25 7:20: Emergency Relief Leave:

- A) **Emergency Service:** Upon approval of the Chief Human Resources Officer and the appropriate unit supervisor, a bargaining unit member who is an EMT-basic, EMT-I, first responder, paramedic, or volunteer firefighter will receive up to forty (40) hours of leave with pay each calendar year to use during those hours when the employee is absent from work in order to provide emergency medical service or fire-fighting service of an emergency nature that cannot reasonably be performed outside of the bargaining unit member's regular workday. The Chief Human Resources Officer will compensate an employee who uses leave granted under this section at the difference between employee's total rate of pay for those regular work hours during which the employee is absent from work and the sum of the employee's gross service pay and allowances as an emergency service worker. No such supplemental pay is due if the employee's gross uniform pay exceeds the wages payable had the employee been in active status. In order to be eligible, a bargaining unit member will submit to his/her supervisor a written notification signed by the chief of the volunteer fire department, or medical director, with which the employee serves. **Such leave shall be available during the term of this agreement only to the three most senior eligible bargaining unit members employed on or before July 1, 2012. All other bargaining unit members may be granted such leave without pay or vacation leave not to exceed forty (40) hours each calendar year. The University will waive any notice requirements for using vacation leave for this purpose, provided operational necessity is not impaired.**
- 1) "Emergency medical service," "EMT-basic," "EMT-1," "first responder," and "paramedic" have the same meanings as in section 4765.01 of the Ohio Revised Code.
 - 2) "Volunteer firefighter" has the same meaning as in section 146.01 of the Ohio Revised Code.
- B) **Disaster Service Volunteer:** Upon approval of the Chief Human Resources Officer and the appropriate unit supervisor, a bargaining unit member who is a certified disaster service volunteer of the American Red Cross may be granted leave ~~with without pay or vacation leave~~ from his/her work not to exceed one hundred sixty (160) hours in each year to participate in specialized disaster relief services for the American Red Cross, upon the request of the American Red Cross for the services of that employee ~~and upon the approval of the Chief Human Resources Officer. The Chief Human Resources Officer will compensate an employee granted leave under this section at the difference between his/her total rate of pay for those regular work hours during which the employee is absent from his/her work and the sum of the employee's gross service pay and allowances as a disaster service worker. No such supplemental pay is due if the employee's gross uniform pay exceeds the wages payable had the employee been in active status. The University will waive any notice requirements for using vacation leave for this purpose, provided operational necessity is not impaired.~~
- C) The use of Emergency Relief Leave shall be limited to no more than ten (10) percent of the bargaining unit members at any one time. If the number of requests exceeds the maximum allowable amount, then the bargaining unit members with the greatest seniority shall be permitted to use the leave, provided that the operational needs of the bargaining unit members work area can be satisfied in the bargaining unit member's absence.

~~7.26~~ **7.21: Liver, Kidney, or Bone Marrow Donor Leave:**

- A) A bargaining unit member ~~will receive~~ **may take** up to two hundred ~~forty (240)~~ **(200)** hours of sick leave ~~or leave with without pay~~ during each calendar year to use during those hours when the employee is absent from work because of the employee's donation of any portion of an adult liver or because of the employee's donation of an adult kidney.
- B) A bargaining unit member ~~will receive~~ **may take** up to ~~fifty six (56)~~ **forty (40)** hours of sick leave ~~or leave with without pay~~ during each calendar year to use during those hours when the employee is absent from work because of the employee's donation of adult bone marrow.
- C) ~~The Chief Human Resources Officer will compensate a bargaining unit member who uses leave granted under division (A) or (B) of this section at the employee's total rate of pay for those regular work hours during which the employee is absent from work.~~

D) C) The Chief Human Resources Officer will provide information about this article to all bargaining unit members annually.

~~7.27~~ **Maternity/Parental Leave:**

- A) ~~Maternity leave is the authorized absence of a female bargaining unit member, during pregnancy, to recover from childbirth after pregnancy, or to care for and bond with the newborn. The University shall provide up to six (6) weeks of paid maternity leave to each birth mother. Application shall be made in writing to the department head and to the Chief Human Resources Officer at least thirty (30) days prior to the effective date for such leave, and such request shall state the anticipated duration of the leave. A medical certificate indicating the estimated date of delivery must also be provided. At the end of maternity leave, the mother may take parental leave. Mothers must take maternity and parental leave consecutively.~~
- B) ~~Parental leave is the authorized absence of a birth mother, biological father, domestic partner, or adoptive parent to be used following the birth or adoption of a child and to care for and bond with the child. The University shall provide up to three (3) weeks of paid parental leave. If more time is needed, accumulated sick leave and/or FMLA can be used. Application shall be made in writing to the department head and to the Chief Human Resources Officer at least thirty (30) days prior to the effective date for such leave, and such request shall state the anticipated duration of the leave. Employees may elect to receive two thousand dollars (\$2,000) for adoption expenses in lieu of receiving the paid leave benefit provided under this section. Such payment may be requested upon placement of the child in the employee's home. If the child is already residing in the home, payment may be requested at the time the adoption is approved.~~
- C) ~~Both Maternity and Parental leaves shall run concurrently with Child Care leave noted in Section 7.10.~~

~~7.28~~ **7.22: Association Leave:**

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

~~7.29-7.23:~~ **Visiting Staff Leave:** A YSU-APAS member may be granted leave to work at another accredited institution of higher education while an employee from that institution works at YSU. This leave shall be limited to a maximum of one year. The YSU employee's full salary, fringes, OPERS contributions, and all other rights and privileges shall remain in effect during the leave as though the individual were at YSU. The other individual's institution shall bear sole responsibility for his/her salary, fringes, and other rights and privileges. The YSU staff member's application shall provide information on the other exchange staff member and the proposed duties of both the YSU employee and the other individual during the period of leave. Each individual shall be prepared to assume a regular, full load at the host institution. This leave requires the approval of the Administration of both institutions. Persons on such leave shall be referred to as "Visiting Staff Members" at the host institution. Relocation costs shall be the responsibility of the Visiting Staff Members.

MATERNITY, PARENTAL AND CHILD CARE LEAVE:

~~7.27~~ **7.24: Maternity/Parental Leave:**

- A) Maternity leave is the authorized absence of a female bargaining unit member to receive treatment during pregnancy, to recover from childbirth after pregnancy, or to care for and bond with the newborn. The University shall provide up to six (6) weeks of paid maternity leave to each birth mother. Application shall be made in writing to the department head and

to the Chief Human Resources Officer at least thirty (30) days prior to the effective date for such leave, **or as soon as practicable if medically necessary**, and such request shall state the anticipated duration of the leave. ~~A medical certificate indicating the estimated date of delivery must also be provided.~~ At the end of maternity leave, the mother may take **paid parental leave or unpaid maternity or parental leave permitted by law**. Mothers must take **paid maternity, unpaid maternity and parental leaves consecutively and concurrently with available FMLA leave or other maternity leave required by law**.

- B) Parental leave is the authorized absence of a birth mother, biological father, domestic partner, or adoptive parent to be used following the birth or adoption of a child and to care for and bond with the child. The University shall provide up to three (3) weeks of paid parental leave. If more time is needed, accumulated sick leave ~~and/or FMLA~~ can be used. **Paid parental leave and accumulated sick leave will be used concurrently with available FMLA leave.** Application shall be made in writing to the department head and to the Chief Human Resources Officer at least thirty (30) days prior to the effective date for such leave, and such request shall state the anticipated duration of the leave. Employees may elect to receive two thousand dollars (\$2,000) **in taxable income (i.e., subject to withholding)** for adoption expenses in lieu of receiving the paid leave benefit provided under this section. Such payment may be requested upon placement of the child in the employee's home. If the child is already residing in the home, payment may be requested at the time the adoption is approved.
- C) Both Maternity and Parental leaves shall run concurrently with Child Care leave noted in Section ~~7.10~~ **7.25**. **This means six (6) months is the maximum amount of paid and unpaid time a female bargaining unit member may be off work when she takes maternity, parental and child care leave.**

~~7.10~~ 7.25: Child Care Leave:

- A.) **Biological Mother:** Once a YSU-APAS member is certified by her physician following childbirth to be medically capable of performing her regular duties, she will be entitled to leave without pay for a period not to exceed six (6) months for the purpose of child care.
- B) **Biological Father:** A male YSU-APAS member, upon the birth of his child, is entitled to leave without pay for a period not to exceed six (6) months for the purpose of child care.
- C) **Adoptive Parents:** A YSU-APAS member is entitled, upon the adoption of a child, to leave without pay for a period not to exceed six (6) months for the purpose of child care.
- D) **Foster Parents:** Upon the arrival of a foster child, a YSU-APAS member may take Child Care Leave without pay for a period not to exceed twelve (12) weeks.
- E) Application for Child Care Leave shall be made in writing to the Chief Human Resources Officer not later than thirty (30) days prior to the effective date for such leave, and such request shall state the anticipated duration of the leave. In the case of an application for Child Care Leave by an adoptive parent, this thirty (30) day requirement shall be waived. In the case of Child Care Leave related to pregnancy, the request shall be accompanied by a statement from the attending physician giving the expected date of delivery. **In such cases where the expected delivery changes or complications arise, the thirty (30) day requirement will be waived.**
- F) During the period of Child Care Leave, the employee on leave will be deemed to be relieved temporarily of his/her YSU duties.
- G) While on Child Care Leave, the bargaining unit member will receive all group insurance benefits on the same basis as employees in active pay status **provided that any non-self insured coverage obtained from an outside carrier, for which the University and/or the employee pay premiums to such outside carrier, permits coverage for persons who are not in active pay status.**
- H) **Vacation/Sick Leave Substitution:**

- 1) **Six (6) Month Leave:** Vacation may be ~~substituted for~~ **used concurrently for all** or a portion of the six-month Child Care Leave, but may not be used consecutively with the Child Care Leave. Sick leave may be ~~substituted for~~ **up to used concurrently with all or a portion of the first twelve (12) weeks** of the six (6) month Child Care Leave, but may not be used consecutively with the Child Care Leave.
 - 2) **Twelve (12) Week Leave:** Vacation and/or sick leave may be ~~substituted for~~ **used concurrently with all or a** portion of the twelve (12) week Child Care Leave, but may not be used consecutively with the Child Care Leave.
- I) An eligible bargaining unit member on Child Care Leave, with the approval of the unit supervisor or designee and the Chief Human Resources Officer, may take reduced or intermittent leave to reduce the usual number of hours per day or work week.
 - J) **When applicable,** Child Care Leave shall run concurrently with ~~Maternity Leave or Parental~~ **Family and Medical Leave.**

ARTICLE 8

VACATION

8.1: Effective July 1, 2012 Each member of the bargaining unit will earn annual vacation leave according to his/her number of years of service with the University ~~or with any of the State of Ohio's political subdivisions.~~ **However, any member of the bargaining unit who had been earning vacation leave before July 1, 2012 according to his/her years of service with the University and the State of Ohio political subdivisions will continue to earn vacation based upon the combined service time.** Furthermore, total service for purposes of calculating vacation hereunder will also include active duty in the U.S. Armed Forces as well as their total Reserve Duty and National Guard Units as delineated on the employee(s) Department of Defense (DD) 214 or Certificate of Release or Discharge from Active Duty, rounded to the nearest full year.

8.2: Vacation accrual shall be credited as follows:

- A) Full-time bargaining unit members who have not yet achieved continuity of employment ~~are entitled to vacation as follows~~ **may not take vacation during their first year of service at YSU. However, once the member achieves continuity he/she shall be credited with vacation, as described below, to be taken in accordance with the provisions of this article:**
 - 12-month staff: 144 hours per year (18 days)
 - 10-month staff: 120 hours per year (15 days)
 - 9-month staff: 108 hours per year (13.5 days)
- B) Full-time bargaining unit members who have achieved continuity of employment but who have less than eight (8) years of full-time service are entitled to vacation as follows:
 - 12-month staff: 160 hours per year (20 Days)
 - 10-month staff: 133.36 hours per year (16.67 Days)
 - 9-month staff: 120 hours per year (15 Days)
- C) Full-time bargaining unit members with 8 years or more of full-time service are entitled to vacation as follows:
 - 12-month staff: 176 hours per year (22 Days)
 - 10-month staff: 146.66 hours per year (18.33 Days)
 - 9-month staff: 132 hours per year (16.5 Days)
- D) Full-time bargaining unit members with 15 years or more of full-time service are entitled to vacation as follows:
 - 12-month staff: 200 hours per year (25 Days)
 - 10-month staff: 166.67 hours per year (20.83 Days)
 - 9-month staff: 150 hours per year (18.75 Days)
- E) Full-time bargaining unit members with twenty (20) years of full-time service or more are entitled to vacation as follows:

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

- F) Part-time YSU-APAS bargaining unit members whose Appointments equal or exceed an FTE of .75, as defined in Article 14, Section 14.1 and specified on the individual contract of appointment who have completed one contract year of service and entered a second year of service are entitled to vacation prorated on the basis of the full-time schedule set forth in Section 8.2(A)-(E). Bargaining unit members whose appointments equal or exceed an FTE of .50 and are less than .75 FTE as defined in Article 14, Section 14.1 are serving on a twelve (12) month contract of appointment, who have completed one contract year of service and entered a second year of service are entitled to vacation prorated on the basis of the full-time schedule set forth in Section 8.2(A)-(E).
- G) **Scheduling of Vacation:** Vacation may be taken at a time or times mutually convenient to the YSU-APAS bargaining unit members and the University. Staff members planning to be on vacation shall file a written request at least ten (10) working days before the date of anticipated vacation, unless a shorter notice for a vacation is acceptable to the department head. In departments where two (2) or more staff may not be on vacation at the same time, or where certain seasonal departmental activities require the presence of certain staff at certain times, longer range vacation sign-up schedules may be implemented. When multiple requests for vacation are received simultaneously, vacation shall be granted to the employee with the higher FTE; in the event that FTEs are equal, University seniority will prevail. Vacation requests will be acted upon within five (5) working days after the written request is received by the supervisor.
- H) Vacation is accrued on a monthly basis while in active pay status and may be taken as it accrues ~~beginning with the first day of the fourth month~~ **once the member achieves continuity** of employment.
- I) **Vacation accrual:** Vacation for full-time YSU-APAS bargaining unit members may accrue to a maximum of (fifty) 50 days; YSU-APAS bargaining unit members who reach the maximum accrual will not earn vacation until they have taken sufficient vacation to lower the balance below (fifty) 50 days. Part-time YSU-APAS bargaining unit members shall not earn vacation except as expressly set forth herein. Part-time staff entitled to vacation shall accrue a maximum of vacation days prorated on the basis of the full-time maximum accrual (i.e., a .75 part-time employee can accrue 50 days x .75 = 37.5 days maximum accrual). Following notice of intent to resign, retire or otherwise terminate his/her employment with the University, a YSU-APAS bargaining unit member may not schedule vacation without the consent of the Chief Human Resources Officer or his/her designee. Provided an employee **who has achieved continuity of employment** gives at least thirty (30) days written notice to the Chief Human Resources Officer prior to the effective date of resignation, retirement or separation, the employee may elect to convert unused vacation time into cash payment. Notwithstanding other provisions of this section, the bargaining unit member **who has achieved continuity** shall have the option of taking accrued vacation, with the approval of the supervisor, for the final two weeks of employment.

ARTICLE 9 GRIEVANCE PROCEDURE

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

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

9.2 Procedure: A grievance is filed at Step 1 or at the lowest level at which the remedy sought may be granted. A grievance is filed on the form which appears in Appendix ~~G~~ E to this Agreement. A completed form must be submitted to the Chief Human Resources Officer or his/her designee, at which time a grievance number is assigned, **a date/time stamp is applied and a copy is forwarded to the Union President and Chief Grievance Officer.** All grievances shall be filed by the grievant no later than ~~sixty (60)~~ **forty (40)** days after the grievant knew or should have known of the facts giving rise to his/her grievance. The time limits specified in this article may be extended by mutual agreement of the parties. If the grievant **or the union** fails to appeal a disposition of a grievance within the specified time limit, the grievance shall be considered settled on the basis of the last disposition by the University. ~~If the grievant fails to appeal a disposition of a grievance within the time limit prescribed, the grievance shall be considered as resolved on the basis of the last~~

~~disposition by the University representative. If a grievance disposition is not rendered within the prescribed time limits, the grievance shall be advanced to the next step. No grievance will be automatically advanced to Step 4-3 without the approval of the Union Executive Committee. If the University fails to hold a hearing or grant a disposition within the time limit prescribed, the right to proceed to the next step shall be granted automatically and immediately.~~

9.3 Grievance Hearings: Each grievance hearing will be conducted by the designated administrator to determine what, if any, violation of this Agreement has occurred. Hearings will be attended by the grievant, the Hearing Officer, and up to two (2) additional representatives each, designated by the parties' respective sides. The parties may request and mutually agree that additional witnesses/representatives may attend. Witnesses will be permitted to attend hearings in those instances when the grievant and/or the Union needs information more specific than that available to the grievant or Union. ~~In grievances involving more than one (1) grievant, no more than two (2) grievants may attend the hearings.~~ The parties agree that the University will schedule grievance hearings no later than two (2) hours prior to the end of the grievant's and/or Union representatives' work schedule, and the grievant will be released from duty early enough to be able to attend the grievance hearing as scheduled. If such hearings extend beyond the end of the normal work schedule of any bargaining unit member(s), the bargaining unit member(s) present at the grievance hearing will not be paid for any time spent after the end of the work schedule. Grievance hearings for bargaining unit members whose work schedules are other than the scheduled workday will be scheduled at mutually convenient times.

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

9.4 Step 1: ~~Within sixty (60) forty (40) days following an occurrence the grievant believes to be in violation of this Agreement after the grievant knew or should have known of the facts giving rise to his/her grievance,~~ he/she may file a formal grievance as specified in Procedure, Section 9.2. Within ten (10) days after receiving the grievance, the appropriate department head **and his/her administrative superior, or designee,** will hold a grievance hearing. The University must notify the appropriate Union representative at least three (3) days prior to the scheduled hearing. Within ten (10) days following the hearing, he/she will complete a Grievance Disposition Form, distributing the original to the grievant and providing a copy to the Union. Within ten (10) days following receipt of the department head's Step 1 disposition, the grievant may appeal the disposition to Step 2 by completing and distributing a Grievance Disposition Reaction Form.

~~**9.5 Step 2:** Within ten (10) days following receipt of an appeal from a Step 1 disposition, the department head's administrative superior, or his/her designee, will either hold a grievance hearing or complete and distribute a Grievance Disposition Form, in the latter case providing the original to the grievant and a copy to the Union. If the administrator holds a grievance hearing, he/she will execute and distribute a Grievance Disposition Form within ten (10) days following the hearing. A hearing is required if the grievance is filed initially at Step 2. Within ten (10) days following receipt of the administrator's Step 2 disposition, the grievant may appeal the disposition to Step 3 by completing and distributing a Grievance Disposition Reaction Form.~~

~~**9.6 Step 3:** Within ten (10) days following the receipt of an appeal from Step 2, the Chief Human Resources Officer or his/her designee must hold a grievance hearing or complete and distribute a Grievance Disposition Form, in the latter case providing the original to the grievant and a copy to the Union. If the Chief Human Resources Officer holds a grievance hearing, he/she will complete and distribute a Grievance Disposition Form within ten (10) days following the hearing. A hearing is required if the grievance originates at Step 3. Within twenty (20) days following receipt of the Step 3 disposition, the grievant, **with the approval of the Executive Committee,** may appeal the disposition to Step 4-3 by **the Union President, or his/her designee,** completing and distributing a Grievance Disposition Reaction Form **indicating movement to arbitration.**~~

~~**9.7**~~ **9.6 Step 4-3: Arbitration:**

~~**A)** Within thirty (30) days following receipt of an appeal to Step 4, the Union will inform the University in writing whether it supports the appeal to arbitration.~~

~~**B) A)** Within twenty (20) days after giving written notice that it supports the arbitration, the Union must request from the Federal Mediation and Conciliation Service (FMCS) a panel of seven (7) arbitrators ~~from whose primary addresses are~~~~

within a ~~300~~ 200 mile radius of Youngstown, Ohio. A copy of the Union's request to FMCS must be sent simultaneously to the Chief Human Resources Officer.

- ⊖ B) If, within sixty (60) days after the Chief Human Resources Officer receives the FMCS panel of arbitrators, the parties are unable to agree upon which of those seven (7) nominees shall serve as arbitrator, then the arbitrator will be chosen by each party alternately striking names, beginning with the moving party, and the name remaining shall be the arbitrator. Prior to commencing striking, ~~either~~ each party shall have the option to completely reject one (1) panel of arbitrators provided by the FMCS and request another list. The hearing shall be conducted in accordance with the rules and regulations of the FMCS. **Any grievance that has not been scheduled for hearing within one (1) year after the Union notifies the University in writing that it supports the arbitration will be considered withdrawn by the union. The only exception is if the University is responsible for the delay and the one (1) year time limit does not apply.**
- ⇒ C) If there is a question of arbitrability of a grievance, the parties will request the arbitrator to rule first on the arbitrability of the grievance. If the arbitrator rules that the grievance is arbitrable, he/she shall proceed to conduct a hearing of the merits on the grievance.
- ⇒ D) The following matters shall not be arbitrable: determinations of bargaining unit status of any employee (see Article 2: "Scope of Unit"); grievances not supported by the Union in the appeal to Step 4 3; the suspension or removal of a probationary bargaining unit member (see Article 11: "**Corrective Action and Termination for Just Cause**"); layoffs and recalls (see Article 12: "Layoff and Recall"); the reclassification of a position or a refusal to reclassify a position (see Article 15: "Classifications and Position Audits"); decisions on alleged violations of Non-Discrimination (~~See see~~ Article 28 29: "**Non-Discrimination**"); decisions on an application for Staff Development Leave (~~See see~~ Article 6: "**Staff Development Leaves/Staff Development**"); any action that is appealable to the State Employment Relations Board and has been appealed to the Board with jurisdiction; and any matter not pertaining to the meaning and intent of this Agreement.
- ⇒ E) The arbitrator will have no power to add to, subtract from, or modify in any way the terms of this Agreement. The arbitrator's decision is binding upon the University, the Union, and the grievant.
- ⊖ F) ~~The arbitrator will render a decision within thirty (30) days after the arbitration hearing.~~ The arbitrator's fees and expenses will be borne equally by the University and the Union, except costs incurred by the calling of witnesses, which will be borne by the party calling that witness.
- ⇒ G) Arbitration hearings will be held on the University campus in a room provided at no cost to the Union.
- ⇒ H) If the Arbitrator requests a transcript of the hearing, the cost will be shared equally by the University and the Union; if either party requests a transcript, it will bear the cost of the transcript.
- ⇒ I) While attending an arbitration hearing, a maximum of three (3) YSU-APAS representatives and each grievant shall have the right to attend his/her hearing without a negative impact to his or her pay. Upon mutual agreement of the parties, the number of APAS representatives may increase to four (4). Additionally, non-bargaining unit representatives designated by OEA and/or the Union may attend, not to exceed two (2). Witnesses attending an arbitration hearing on behalf of the Union during their regular work day will be paid for the time spent testifying at the arbitration hearing. If multiple grievances are consolidated for arbitration, the Union shall submit a request to Human Resources for additional grievants. With prior notice and at the request of the Union and upon mutual agreement from the University, unpaid observers shall be permitted to attend the hearing. Neither the University nor the Union will abuse the authority to call witnesses. Absent unusual circumstances, the Union shall notify the University of representatives/witnesses attending the hearing at least ten (10) days in advance of each arbitration hearing.

~~9.8~~ 9.7 **Independent Grievances:** A bargaining unit member has the right to present a grievance to the University, and have it adjusted without the involvement of the Union or Union representatives if the adjustment is consistent with the terms of the Agreement and the Union was given the opportunity to have a representative present at such a hearing and/or adjustment.

~~Any grievance adjusted under Sections 9.9 which the Union believes is inconsistent with the Agreement is grievable under Article 9 of the Agreement.~~

ARTICLE 10 CONTINUITY OF EMPLOYMENT

10.1: Definition: Continuity of Employment is the right of full-time members of the bargaining unit to continued employment at the University, subject to the due process provisions of this Agreement. Continuity of Employment will be granted following the successful completion of one continuous year of full-time employment at the University.

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

~~**10.3: Appeals Procedure:** A probationary full service staff member (one who has not achieved Continuity of Employment under the provisions of Article 10 of this Agreement) who has been advised that he/she is to be terminated may, within thirty (30) calendar days, submit a written request for review to the President of the University. The President will review the appeal and within thirty (30) days following receipt of the appeal respond in writing, notifying the individual of his/her decision. The President's disposition of the appeal shall be final and binding.~~

10.4 10.3: Prior University Experience: If a YSU employee becomes a member of the YSU-APAS bargaining unit because the University and/or SERB determines that his/her position should be placed in the P/A staff and he/she has served a minimum of twenty four (24) months continuous, full time employment in the same or similar position, then the employee will automatically be granted Continuity of Employment. If a YSU employee becomes a member of the YSU-APAS bargaining unit because he/she is selected to fill a bargaining unit position that he or she has not previously served in, the employee is subject to the probationary period as stated in Article 10. Upon successful completion of the probationary period, the bargaining unit member will be granted Continuity of Employment. However, Continuity of Employment creates no vested rights in any specific position, title or salary. Service as a student employee shall not be credited to satisfy the requirements of this Article.

ARTICLE 11 CORRECTIVE ACTION AND TERMINATION FOR JUST CAUSE

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

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

11.2: ~~The Chief Human Resources Officer or his/her designee shall send (by certified mail), to a suspended or removed bargaining unit member's address of record, written notification stating the reason(s) for the suspension or the removal.~~ Corrective action is normally progressive in nature; that is, repetitions of causes for disciplinary action should lead to progressive responses of reprimand, suspension, removal. It is expected that most cases will be disposed of by an informal verbal warning without formal disciplinary action; such verbal warning shall not be recorded in the bargaining unit member's official personnel file. However, the seriousness of certain offenses justifies severe initial disciplinary action, including removal. Reprimands shall be reduced to writing, with copies provided to the bargaining unit member, the Union and to the employee's official personnel file. A bargaining unit member will be notified that disciplinary action materials are being inserted into his/her official personnel file, and that copies of said materials will be forwarded to the YSU-APAS President.

Eligibility to Grieve:

- A) A non-probationary bargaining unit member who is suspended or removed may grieve the discipline pursuant to Article 9.
- B) A probationary bargaining unit member who is suspended or removed may file a grievance, but the grievance may not be appealed beyond Step 3 2; this means grievances of this nature may not be submitted to arbitration.

11.3: All aggrieved disciplinary action(s) shall be immediately moved to the Step 3 2 grievance hearing as identified in ~~Article 9-7~~ **Section 9.5**. Such discipline shall not be included in the employee's official personnel file pending the final outcome of said hearing.

11.4: In situations involving any suspension or removal, the Chief Human Resources Officer or his/her designee shall meet with the bargaining unit member to discuss the reasons for such suspension or removal prior to issuing the order of suspension or removal. The bargaining unit member shall have the choice of whether he/she wishes such a meeting, and shall further have the choice of deciding whether or not he/she wishes to have a Union representative present. **In addition, the Chief Human Resources Officer, or his/her designee, shall send (by certified mail), to a suspended or removed bargaining unit member's address of record, written notification stating the reason(s) for the suspension or the removal.** The parties agree that orders of suspension or removal shall be treated as confidential personnel matters between the University, the bargaining unit member and the Union. If the suspension or removal is subsequently grieved, the Step 3 2 hearing must be held in accordance with ~~Article 9-7~~ **Section 9.5**.

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

11.6: If a department head or supervisor has decided to ~~take disciplinary action against a member of the bargaining unit involving a written reprimand and holds a meeting to discuss the matter with the bargaining unit member, the bargaining unit member has the right to have a Union representative and/or third party witness present. The role of the Union representative and/or the third party person at such a meeting is that of a non-adversarial witness~~ **hold a meeting or investigatory interview and the employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says, the employee has the right to request union representation. The role of the union representative during such meeting is non-adversarial. However, the representative does have the right to assist and counsel the employee during the meeting.**

11.7: ~~If a manager or supervisor has reason to suspect A a member of the bargaining unit who is determined to be under the influence of alcohol or non-prescribed controlled and/or illegal drugs while on duty shall be subject to summary suspension by an appropriate University department head for one (1) day or for the remainder of his/her work shift. If the bargaining unit member and the Union will be advised of the reasonable suspicion for the suspension, and shall further be advised that he/she has the right to the employee will be taken immediately to a medical facility for an examination and/or testing to determine whether he/she is under the influence of alcohol or non-prescribed controlled and/or illegal drugs. If the bargaining unit member exercises this option, and if the medical examination indicates that he/she was not under the influence of alcohol or non-prescribed controlled and/or illegal drugs, the bargaining unit member shall be paid for the time he/she was suspended, and no record of the incident or suspension shall be maintained in the bargaining unit member's official personnel file.~~

Any employee who is sent for an examination and/or test under this provision will, at the discretion of the University, be placed on administrative leave with pay or assigned duties, at the employee's regular rate of pay, that will not pose a threat to the employee or any other person until the results of the test are known. Bargaining unit members who are ~~suspended~~ **sent for an examination or testing** under the provisions of this section shall be advised by the University of off-campus resources available for persons suffering from problems of alcohol/drug abuse.

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

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

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

ARTICLE 12 LAYOFF AND RECALL

12.1: In the event of a layoff ~~force~~ involving full-time positions within the bargaining unit, the University will provide ~~one hundred eighty (180)~~ **sixty three (63)** days written notice to any individual who is to be laid off. At the same time, the University will provide a seniority list to the President of the Association. ~~Layoffs shall not adversely affect this bargaining unit to a greater degree than other University employees.~~

~~12.2: The possibility of Early Retirement Incentive Program will be explored before consideration is given to layoffs.~~

~~12.3~~ 12.2: Prior to any layoff of bargaining unit employees, the University shall first layoff, or stop scheduling, non-bargaining unit employees in sequential order within the affected classifications and appointment type in the affected operating area(s) in categories 1-4 below departments(s): ~~retirees/rehires, contracted and/or supplemental employees, supplemental pay, if sufficient to reduce the number of laid off positions, and non-bargaining unit employees.~~ The University then shall layoff bargaining unit employees in sequential order within the affected classifications and appointment type in the affected operating area(s) department(s) in the following categories 5-8 below: **part-time bargaining unit employees, full-time bargaining unit employees who have not achieved continuity of employment; and full-time bargaining unit employees who have achieved continuity of employment.**

1. ~~Retirees/Rehires~~
2. ~~Contracted and/or Supplemental Employees~~
3. ~~Supplemental Pay, if sufficient to reduce the number of laid off positions~~
4. ~~Non Bargaining Unit Employees~~
5. ~~Probationary Part time Bargaining Unit Employees~~
6. ~~Probationary Full time Bargaining Unit Employees~~
7. ~~Permanent Part time Bargaining Unit Employees~~
8. ~~Permanent Full time Bargaining Unit Employees~~

~~12.4~~ 12.3: In the event two or more full-time members of the bargaining unit hold the same position (i.e., position title) within the same department, and fewer than the total number are to be laid off, layoffs will be determined by reverse bargaining unit ~~service and service in that position at the University~~ seniority. When two or more individuals have the same effective date of appointment in a position, ~~seniority the bargaining unit, the order of layoff~~ will be determined as follows:

- A) In the event of a tie, it will be broken by giving credit for all prior years of employment ~~in the bargaining unit and up to two years of non-bargaining unit employment~~ with the University (excluding student employment).
- B) In the event a tie is not broken by the foregoing procedure, the employee(s) with the lowest rating on the most recent evaluation will be laid off, provided the evaluation has been conducted within the past two years. ~~The evaluations will be reviewed by the employees' immediate supervisor, department head (if applicable) and area officer.~~
- C) In the event a tie is not broken by ~~either of the foregoing procedures~~, it will be broken by ~~drawing lots~~ coin toss.

~~12.5~~ 12.4: Bargaining unit members who were displaced or laid off will be on recall status for ~~three (3)~~ **one (1)** years following displacement or layoff. This means that if the position from which a bargaining unit member was displaced or laid off is to be filled within ~~three (3)~~ **one (1)** years following displacement or layoff, the bargaining unit member displaced or laid off will be offered that position according to bargaining unit seniority. If more than one bargaining unit member has been displaced or laid off from the same position (i.e., position title) within the same department, recall will occur in the reverse order of displacement or layoff (i.e., last laid off, first recalled).

12.6 12.5: In the case of layoff of a full-time member of the bargaining unit, the University will examine the possibility of creating a new part-time P/A position and offering it to the full-time staff member being laid off; if such an offer is made the full-time bargaining unit member shall be under no obligation to accept the part-time appointment.

12.7 12.6: If there is a vacant YSU-APAS bargaining unit position that is to be filled elsewhere in the University within ~~three (3)~~ **one (1)** years of the date the individual was laid off, and if the individual who was laid off has the established minimum qualifications for the position to be filled, the individual who was laid off will be granted first consideration for the position, ~~being filled provided the bargaining unit member bids on the position..~~

12.8 12.7: Within five (5) working days of receipt of a notice of layoff, a ~~full-time bargaining unit employee, who has the minimum qualifications for another bargaining unit position~~ **full-time bargaining unit employee, who wishes to exercise his or her displacement (bumping) rights, may must** submit a written request to the ~~Office of the Chief Human Resources Officer~~ **advising him or her of the employee's wish to displace. The Chief Human Resources Officer, or designee, will identify the full-time bargaining unit employee, if any, who holds that position, but who has less the least University service than the employee who has received the notice of layoff, holds a position in the same or lower salary range than the laid off employee and holds a position the laid off employee is qualified to perform. The request will be reviewed by a three (3) member committee who shall make recommendations based upon the qualifications and experience presented by the parties involved. Chief Human Resources Officer, or designee, will share his or her findings with to the President of the University, or the President's designee, who will grant or deny the request to displace in writing. and his/her The President's or designee's decision will may be final, binding and non-reviewable** **grieved under an abuse of discretion standard.**

12.9 12.8: For purposes of Article 12, seniority will be broken when a bargaining unit member retires, resigns, is discharged for just cause or otherwise leaves the employment of the University. Time spent ~~on in~~ **in** inactive pay status (unpaid leave) will not ~~contribute to the accrual of seniority, but will not~~ constitute a break in seniority. Seniority shall continue to accrue during the period an employee is receiving workers' compensation benefits, is on military leave or is on recall status following layoff.

ARTICLE 13 VACANCIES, TRANSFERS, SEARCHES AND PROMOTIONS

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

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

13.2: Subject to the provisions of Article 12, when a bargaining unit position vacancy occurs or a new bargaining unit position is created and the University decides to fill that position, the University shall post a notice of the opening. The Office of Human Resources shall post the position. Colleges, departments, and administrative units of the University may publicize openings within their units and with external sources such as (but not limited to) journals, newspapers, Web sites, national/local publications, advertisement forums, and minority/protected group professional organizations. The posting described in Section 13.1 will specify the period during which interested and qualified bargaining unit members **as well as other interested and qualified applicants** may apply, which period shall be no less than ten (10) working days from the day of posting. All postings will be dated. The posting shall also specify the position's title, the department or work unit where the position is assigned, the pay grade assigned, the salary range, initial salary range, the minimum and preferred qualifications for the position, the hours of work (full-time or part-time) the designation as an APAS position, and a brief description of the job duties.

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

- A) **Vacancy:** A vacancy shall be defined as any position in the bargaining unit which is or has been established by the University and which the University intends to fill. A position shall be deemed vacant when one of the following occurs: an employee resigns, dies, retires or is terminated; an employee transfers or is promoted to any other position within the University; or a position is newly created.
- B) **Transfer:** Change in assignment of an employee from one existing position in the same **job title classification** and pay grade to another.

1. **Voluntary:** Bargaining unit member initiated reassignment.
 2. **Involuntary:** Employer initiated reassignment of employee.
- C) **Promotion:** The movement of an employee from one position into a position at a higher pay grade.
- D) **Demotion:** The movement of an employee from one position into a position at a lower pay grade.
- ⇒ E) **Classification:** A combination of job title and the duties and responsibilities associated with the job description that job title. Positions that are in the same classification should have the same or similar qualifications and should be assigned to the same pay range. "Academic Advisor" is an example of a classification title.
- E) F) **Reclassification:** A reclassification occurs when there is a change or modification in the duties and responsibilities of a position significant enough that the position should be given another classification. Duties and responsibilities may be increased or decreased. Reclassifications may occur with positions that are filled or positions that are vacant. If the position that has been reclassified is presently filled, then the employee serving in that position is then reassigned to the new classification.
- F) G) **Hiring Authority:** a University employee who requests a position(s) to be filled and selects the individual to fill the position in accordance with this Article.

~~13.4: Informational meetings shall be held at least twice each semester to notify the Association of possible vacancies, transfers, reclassifications, and promotions. The meeting shall be held by the Chief Human Resources Officer or designee and the President of the Association or designee. The President of the Association shall notify the bargaining unit members of the proceedings.~~

~~13.5: Classification Review Committee: The Classification Review Committee is a standing committee made up of two (2) administrators selected by the Chief Human Resources Officer and two (2) bargaining unit members who are appointed by the Union President. Committee members will be provided sufficient release time to perform the assigned duties. The committee will meet as necessary to review reclassification matters that might result in new or reclassified bargaining unit positions. The committee will evaluate the classification and pay grade assignment as assessed by Human Resources including the classification level, unclassified status per prescribed criteria, bargaining unit status, and overtime exemption status. The committee will evaluate the clarity and appropriateness of the qualifications relative to the classification and job duties. The committee will submit a report of its analysis recommendation to the Chief Human Resources Officer who will make a final and binding determination. A copy of the decision and report shall be forwarded to the Union President.~~

~~13.6~~ 13.4: **Transfer Procedures:**

- A) **Voluntary Transfer:** At the time a vacant position is posted ~~▲~~ a bargaining unit member may submit a written request for a lateral transfer to the Chief Human Resources Officer stating the department and position to which he/she desires to transfer. When ~~vacancies such~~ occurs, the University ~~must agree to provide any~~ qualified bargaining unit members who ~~previously have made~~ make a voluntary request to transfer an interview and the first opportunity to be ~~laterally~~ transferred in accordance with this Article. The voluntary transfer request will be denied only if the bargaining unit member is not qualified for the position. The administrator denying the request shall provide a written explanation for why the bargaining unit member is not qualified in accordance with the requirements of Section 13.7 5(I) of this Article.
- B) **Involuntary Transfers:** The University may transfer a member of the bargaining unit from one P/A staff position to another, providing his/her pay is not reduced by the University, and providing he/she has the necessary credentials and qualifications for the position to which he/she is being transferred. Consultation with the staff member being transferred shall occur no later than fourteen (14) days prior to the effective date of transfer.
- C) Upon request, Human Resources will provide consultation with bargaining members designed to improve their ability to compete for internal vacancies.
- D) If departments or programs are merged as a result of reorganization, bargaining unit members in the department or program to be merged or transferred will be transferred to the receiving department with no loss of seniority or time counted toward the acquisition of Continuity of Employment.

13.7 13.5 Selection: Bargaining unit vacancies and new positions shall be awarded on the basis of qualifications. For purposes of this Article, "qualified" shall be defined as meeting all the necessary qualifications for the position to perform the required work. In determining whether an applicant is qualified to be interviewed, the University shall give consideration to the qualifications as stated on the position vacancy notice. The determination of qualifications is the responsibility of the University. In filling all permanent full-time or permanent part-time bargaining unit positions, the University will implement the following procedures insofar as it is consistent with the process described in the University's Affirmative Action Policy and guidelines:

- A) All applications shall be received and processed through the Office of Human Resources prior to submitting all materials to the Search Committee Chair. ~~Prior to posting a vacancy, the job description and posting will be reviewed by the "Classification Review Committee" as referenced in Section 13.5, with particular emphasis paid to the minimum qualifications, where applicable, for the position. The Classification Review Committee shall submit its report to the Chief Human Resources Officer within ten (10) working days following the submission of a potential posting for its review.~~ All postings shall be posted in-house only for a period of at least two (2) weeks prior to publicly advertising the vacancy.
- B) When a bargaining unit vacancy occurs or a new bargaining unit position is created, the affected operating area shall adhere to the Search Committee guidelines established in the University's Affirmative Action policies and guidelines.
- C) Bargaining unit members shall be represented on Search Committees. ~~Bargaining unit members must inform the hiring authority and/or the Chief Human Resources Officer of their interest in serving on the Search Committee.~~ The Search Committee will be comprised of: two (2) employees selected by the unit supervisor or department head, two (2) bargaining unit members appointed by the Union President, and one (1) person appointed by the Chief Human Resources Officer. The hiring authority shall designate one Search Committee member as the Chair. All Search Committee members should be selected on the basis of their knowledge of the duties and responsibilities of the vacant position. It is the intent of the parties that reasonable efforts are made not to appoint the same bargaining unit members to successive Search Committees.
- D) Subject to subsection (E) of this Section, the Search Committee shall receive and review all application materials that are timely submitted by **those applicants who meet the qualifications for the position as determined by the Office of Human Resources.** The Search Committee, in consultation with either the Office of Equal Opportunity and Diversity or the Office of Human Resources, shall reach agreement on which candidates to interview, except that all qualified internal candidates shall be granted an interview.
- E) The University reserves the right to use appropriate Human Resources staff, who may assume initial screening, interviewing, ranking, and oversight responsibilities of a Search Committee. In such instances involving a bargaining unit vacancy, at least one (1) bargaining unit member appointed by the Union's President who is knowledgeable regarding the duties and responsibilities of the vacant position and the Search Committee Chair or designee shall assist in these processes. Human Resources will forward to the Search Committee a list of all qualified bargaining unit applicants for all promotional/transfer opportunities.
- F) Upon the Search Committee either compiling or receiving a list of qualified candidates the Search Committee is responsible ~~to~~ **for identifying through interviews up to the four (4) "most qualified" applicants, at least two of whom must be qualified internal applicants** to be referred to the hiring authority for an interview. In determining if an applicant is "most qualified," the University shall give consideration to ability, skill, experience, the qualifications as stated on the vacancy notice, and such other criteria as the University usually considers in filling a vacancy. **If there are not at least two (2) qualified internal candidates on the list of the four (4) most qualified applicants, the list will be opened to include additional external up to the two (2) most qualified internal candidates, for a possible maximum of six (6) applicants to be referred to the hiring authority.** ~~however, the list must include all qualified internal candidates to be interviewed.~~ The Search Committee's Chair shall assume responsibility for all reports and documentation.
- G) The Search Committee will use an appropriate assessment form to rank all applicants. The assessment form must at least include measures for job related experience, education, and the qualifications of the specific job as posted.
- H) Internal qualified applicants with two (2) or more consecutive, evaluations with an overall rating of "N" or less as noted in Appendix F will be disqualified from bidding on promotional/transfer opportunities.

I) **Hiring:** The Chair of the Search Committee shall forward the Committee's recommendation(s) to the hiring authority. The hiring authority will interview the top ~~four (4)~~ candidates referred by the Search Committee **in accordance with (F) above** and must select from these candidates. If an employee applies for a posted position and is determined by the hiring authority to be the most qualified over an outside applicant(s) or equally qualified in qualifications to an outside applicant(s), the employee shall be awarded the position over the outside applicant(s). Furthermore, if more than one employee applies for a posted position and if their qualifications are determined by the appropriate hiring authority to be equal, then the employee with the most seniority shall be awarded the position. The University's determination as to the qualifications shall be conclusive in the absence of a showing that such determinations were arbitrary or capricious.

J) The University and the Union mutually agree that bargaining unit members will neither be encouraged to apply or not apply for a position solely for the purpose of satisfying numerical requirements for interviews.

K) Prior to filling a vacancy, the hiring authority must inform all members of the Search Committee of his/her final recommendation. If the Union has a reasonable belief that the search process was improperly administered, the Union reserves the right to file a grievance **in accordance with Article 9 of this agreement**. ~~Furthermore, all search and hiring efforts shall cease and desist until a remedy is reached concerning the matter.~~

~~1. If the parties are unable to resolve the concerns regarding the search process, then the Union shall have the right to grieve and arbitrate any procedural errors regarding the search process under the following expedited timeline that supersedes the procedures and timelines contained in Article 9:~~

~~a. Such a grievance shall be filed by the Union with the Chief Human Resource Officer at Step 3 of the Grievance Procedure within three (3) working days after the Union knows or reasonably should have known of the procedural error(s). Any grievance that challenges the search process shall identify the procedural error(s) and shall identify the employee(s) who were adversely affected by the error(s).~~

~~b. The Chief Human Resource Officer shall conduct a hearing, if necessary, within one (1) business day following the receipt of the grievance.~~

~~c. The Chief Human Resource Officer shall respond in writing to the Step 3 Grievance no later than two (2) working days after concluding the Step 3 hearing.~~

~~d. The Union shall, if it so chooses, demand arbitration within three (3) working days following the receipt of the Step 3 response.~~

~~e. The parties shall conduct expedited arbitration under the rules for expedited arbitration prescribed by the Federal Mediation and Conciliation Service (FMCS), with the following exceptions:~~

~~i. If more than one grievance is filed or if the alleged procedural error(s) affected more than one employee, then all grievances or alleged procedural errors shall be consolidated before one arbitrator.~~

~~ii. The parties shall select an arbitrator within three (3) working days after receiving the panel of arbitrators from the FMCS.~~

~~iii. If the selected arbitrator is unavailable for a hearing, then the parties shall select a replacement arbitrator within one (1) working day following notice of the original arbitrator's unavailability, and shall continue with this procedure and timeline until an arbitrator is selected who is available.~~

~~iv. The arbitration hearing shall be conducted within five (5) working days following the selection of an available arbitrator.~~

~~v. A transcript of the arbitration hearing may be made, but the time for preparing the transcript shall not delay the issuance of the arbitrator's decision and award.~~

~~vi. The arbitrator's decision and award shall be issued no later than three (3) working days following the conclusion of the arbitration hearing. If the arbitrator sustains the grievance, then the arbitrator's decision~~

~~and award shall contain both a specific and detailed explanation of the error(s) and specific and detailed directions on how to remedy the error(s) and avoid future error(s).~~

~~f. The search process shall commence again immediately following receipt of the arbitrator's decision and award denying the grievance or immediately after the University cures any procedural errors identified by the arbitrator in accordance with the arbitrator's directions.~~

- L) Upon selection, the hiring authority is responsible ~~to~~ for forwarding to Human Resources a written rationale in support of the selected candidate and the Assessment Forms completed by the Search Committee. A candidate who was interviewed and not selected may request from Human Resources developmental recommendations. The hiring authority shall supply such within ten (10) work days of the request.
- M) The Chief Human Resources Officer will review the selection rationale documents with the Union, upon request, prior to approving the appointments.
- N) ~~The Hiring Authority~~ **University** shall notify qualified bargaining unit applicants by ~~certified electronic mail, returned receipt required,~~ that they have not been offered the position within thirty (30) days of the date on which the candidate offered the position has verbally accepted the position. The grievance timeline for an employee who wishes to file a grievance based on the selection of the candidate shall commence on the date of receipt of the ~~certified letter~~ **notification** as stated above. If a bargaining unit applicant is not ~~sent a letter notified,~~ the grievance timeline will commence when the applicant becomes aware that a candidate has accepted the position, but no later than ~~sixty (60)~~ **forty (40) work days** after a candidate has accepted the position.
- O) An employee awarded a promotion under this Article that is outside of his/her operating area shall serve a probationary period of 180 days. An employee awarded a promotion under the Article that is within his/her operating area shall serve a probationary period of 120 days. Any bargaining unit member removed during the probationary period will be relocated back into a position for which he/she is qualified at a rate no less than his/her previous position. Any bargaining unit member promoted may request to return to his/her former position during the first fifteen (15) working days of his/her probationary period.
- P) **Each member of the bargaining unit who successfully bids on a position in a lower classification, or who displaces into a lower classification as a result of layoff and/or bumping shall be placed in the same relative position in his or her new pay grade as the employee held in his or her old pay grade. For example, if a full-time employee was in a position assigned to A 2 and was earning twenty five percent (25%) more than the minimum rate prior to his or her demotion to a full-time position assigned to A 1, after such demotion the employee would earn twenty five percent more than the minimum rate for A 1.**

~~13.8~~ **13.6:** The University reserves the total and explicit authority to determine when a vacant position exists; whether to fill it, abolish it or transfer it to another department or work unit within the University; and to determine its job title and salary range.

ARTICLE 14 PART-TIME STAFF

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

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

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

14.2: Part-time staff in the bargaining unit shall be given a description of duties to be performed. They will not be expected to work in excess of the total FTE specified on their contract. The Chief Human Resources Officer must approve any exception to this policy. They will be paid ~~for holidays observed by the University~~ **their normal salary regardless if they are regularly scheduled to work on a**

holiday or not during the terms of their contracts. They will not be denied the right to enroll in courses at the University. They will be issued ID cards and granted access to the Library and Beeghly Physical Education Center, as well as other recreational facilities. They will be entitled to parking as part of their fringe benefits pay for parking in the same manner as full-time employees (see Section 28.6). They shall be entitled to a discount of fifty percent (50%) on athletic and theater tickets purchased for the use of the employee and his/her immediate family members during the term of their contract. (The athletic ticket discount shall be available on individual athletic events only if the tickets are purchased at least one day prior to the event.) They shall be evaluated in accordance with Article ~~12~~ 18.

14.3: In addition to the benefits specified in ~~Article 10.2~~ Section 14.2 above, part-time staff in the bargaining unit whose appointments equal or exceed an FTE of .5, as defined in ~~Article 10.1~~ Section 14.1 and specified on the individual contract of appointment, shall be eligible for the following:

- A) The part-time bargaining unit member shall have the opportunity to participate in the University's group insurance program, single, ~~single plus one~~, or family, by enrolling for coverage from the effective date of appointment through the following June 30, by paying the University a percentage of the group rates equal to one (1) minus the part-time bargaining unit member's FTE (for example, a .60 FTE bargaining unit member shall pay 40% of the group rates) for coverage for the ~~preceeding~~ fiscal year through payroll deduction.
- B) The individual shall accrue sick leave prorated against the full-time standard and shall be entitled to the use of such sick leave in accordance with Article 7 of this Agreement.
- C) The individual shall be eligible for remission of the University's instructional and general fees for up to six (6) semester hours during any academic year when enrolling in an academic semester during part of which the staff member is under contract.
- D) The individual shall be entitled to a discount of twenty percent (20%) on all purchases of \$5.00 or greater at the University Bookstore during the term of his/her contract. The discount shall be available only for goods purchased by the bargaining unit member for his/her personal use or for the use of their immediate families. Abuse of this privilege shall be grounds for suspension of the individual bargaining unit member's privilege.
- E) Vacation benefits as described in Article 8.
- F) If a part-time University employee becomes a full-time bargaining unit member, the individual shall receive credit toward Continuity of Employment for related satisfactory University service, up to a maximum of two (2) years, by using seventy-five percent (75%) of the total FTEs worked as a part-time employee. For example, if an employee worked .50 FTE for a total of three (3) years, he/she would receive $(3 \times .5) \times .75 = 1.125$ years of credit. FTEs for part-time contracts of less than twelve (12) month duration will be prorated by 1/12 for each month not under contract. For example, if an employee worked nine (9) months each year at .75 FTE for five (5) years, he/she would receive $[(.75 \times 9/12) \times 5] \times .75 = 2.11$ years of credit. Current full-time bargaining unit members who were previously part-time employees and who have not yet achieved continuity of employment shall be granted credit as provided in this section.

14.4: In addition to the benefits established in Sections 14.2 - 14.3 above, part-time staff whose appointment equals or exceeds .75 FTE (as defined in Sections 14.1) shall receive the insurance benefits defined in Article 5, vacation benefits as defined in Article 8 and fee remission benefits as defined in ~~Section 26.8~~ 28.8.

14.5: **Exclusivity of Application:** The parties agree that the provisions of this Article constitute their basic agreement concerning the terms and conditions of employment of members of the bargaining unit who are part-time staff. Thus, for members of the bargaining unit who are part-time staff (See Appendix A), the provisions of this Article shall supersede and replace the provisions of Article 5 ("Insurance Benefits"), Article 7 ("Leaves"), Article 8 ("Vacations") Article 10 ("Continuity of Employment"), Article ~~19~~ 20 ("Retirement"), and Article 28 ("Miscellaneous", with the sole exception of the provision concerning "Emergency Closings"), to the extent that any of these articles provide benefits that are not provided under the provisions of Article 14, or that benefits are provided in greater degree than in Article 14. For members of the bargaining unit who are part-time staff, the provisions of Article 14 shall be finally determinative concerning all issues addressed herein.

ARTICLE 15 POSITION AUDITS AND APPEALS

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

15.2: Position Audits: A bargaining unit member may request at any time, but not more than once per fiscal year, in writing to the Chief Human Resources Officer that his/her position description be audited for the purpose of determining if the position is in the proper pay grade. If, as a result of the audit, the University determines that a bargaining unit member has been assigned duties that would result in assignment to a higher pay grade, the University shall either assign the position to the appropriate pay grade or cease to assign the bargaining unit member that portion of the duties which caused the position to be assigned the higher pay grade. If the University ceases to assign the bargaining unit member that portion of his/her duties which do not properly fall within the current pay grade, the University will notify the bargaining unit member of the decision in writing. If the position is assigned a new pay grade, the effective date of the reclassification shall be no later than the beginning of the pay period immediately after the receipt of the written request for the audit by the Chief Human Resources Officer. The University will inform the bargaining unit member of the results of the audit no later than ~~ninety (90)~~ **one hundred and ten (110)** days of the receipt of the request for audit.

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

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

ARTICLE 16 WORKLOAD

16.1: Schedules:

A) **Full-Time Service:** Bargaining unit members are Professional/Administrative salaried staff who the University represents that they believe to be exempt from the wage/hour provisions of the Fair Labor Standards Act. However, full-time bargaining unit members will not be assigned duties that average more than forty (40) hours of work each week during the course of a contract year. When deemed appropriate by either the University or a full-time-bargaining unit member, a general work plan will be developed by the University in consultation with the bargaining unit member to project an approximate schedule of duties over the coming contract year; such a plan will project the peak and slack periods of the year, as well as the bargaining unit member's typical forty (40)-hour schedule over the course of the year; and may include a flexible work schedule to the extent consistent with the needs of the department.

B. Flexible Scheduling Options:

1. **Purpose:** The University supports the use of various work scheduling arrangements for bargaining unit members that are designed to meet the operating and service needs of a department in accordance with University policy. The availability of flexible work schedules is not intended to change the department's regular hours of operation, nor does it alter the responsibility or diminish the authority of department heads to establish and adjust work schedules. Instead, this type of flexible scheduling is intended to bolster staff morale and retention while maintaining and enhancing a department's service delivery. However, a bargaining unit member's proposed schedule changes must be reported to Human Resources to ensure that appropriate employee and organizational notifications are maintained. If a bargaining unit member wishes consideration for a flexible work schedule, he/she should submit the request in writing to his/her immediate supervisor.

2. Definitions:

- a. **Flex-time** is an arrangement that may include a consistent daily schedule with individualized starting and ending times that are the same throughout the week or a varying daily schedule that starts or ends at different times each day. The varying daily schedule may include a consistent 8 hour day throughout the week or a varying daily schedule of more or less than 8 hours. For full-time bargaining unit members, the total weekly hours for both consistent and varying schedules must be 40 for the work week.
 - b. **Compressed Workweek** is an arrangement that enables a full-time bargaining unit member to work longer days in exchange for a shorter day or a day off each week. Examples of a compressed workweek schedule are: four ten-hour days with no work on the fifth day; or a four-and-one-half day workweek where 40 hours are worked in four and one-half days.
- C) The parties agree, however, that the University retains the right to schedule bargaining unit members. The denial of a bargaining unit member's requested schedule shall not be arbitrary or capricious. A bargaining unit member may request a meeting each semester with his/her supervisor to review the actual hours worked and time taken off during the previous semester. A bargaining unit member who has concerns about his/her schedule may file a grievance or a complaint under the provisions of Article 8 ("Grievance Procedure"), or may have an informal discussion of the matter with the cognizant principal administrative officer and/or the Chief Human Resources Officer.
- D) The University shall provide cell phones for the use of "on call" employees.

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

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

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

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

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

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

ARTICLE 17 HOLIDAYS

17.1: The University holidays for members of the bargaining unit shall be the first day of January, the third Monday in January, the third Monday in February, the last Monday in May, the fourth day of July, the first Monday in September, the second Monday in October, the eleventh day of November, the fourth Thursday in November, the twenty-fifth day of December, and any day appointed and recommended by the Governor of this state or the President of the United States.

- | | |
|---------------------------|-----------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King Day | 7. Columbus Day |
| 3. President's Day | 8. Veterans Day |

- | | |
|-------------------|---------------------|
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Fourth of July | 10. Christmas Day |

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

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

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

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

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

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

ARTICLE 18 EVALUATION

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

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

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

"Out of Cycle" Evaluations: An evaluator must have supervised a bargaining unit member for at least six (6) months before conducting the evaluation process. In the event that a bargaining unit member has a new supervisor, the evaluation deadline will be extended as necessary to insure that the bargaining unit member has been supervised by the supervisor for the six (6) month minimum time period. Future evaluation dates for probationary bargaining unit members will revert to the annual calendar year evaluation cycle. When a non-probationary bargaining unit member receives an "out of cycle" evaluation, such evaluation will be considered the bargaining unit

member's annual evaluation for that calendar year. The next evaluation will be on cycle. A non-probationary bargaining unit member will not be evaluated more than once in a twelve (12) month period.

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

18.3: Optional Approaches: The following options may be initiated ~~only~~ by the bargaining unit member or the evaluator. However, the use of an optional approach must be agreeable to both the bargaining unit member and the evaluator.

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

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

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

A bargaining unit member who believes that the procedural requirements of this Article have not been met, or who believes that the information upon which an evaluation was based was improper (i.e., erroneous, incomplete, untimely, or irrelevant), may file a grievance under the provisions of Article 9 ("Grievance Procedure"). If the adjustment of the grievance includes a determination that the evaluation was procedurally flawed or based upon improper information, the University will nullify the evaluation and direct that it be redone.

18.5: Exclusivity: During the term of this Agreement, the evaluation procedure and instrument described in this Article (See Appendix F) shall be the only formal system of performance evaluation of bargaining unit members employed at YSU, except for the evaluated judgments required by the other provisions of this Agreement.

ARTICLE 19 PERSONNEL FILES

19.1: The parties agree that the University may establish regulations for the custody, use, and preservation of appropriate records pertaining to bargaining unit members. Only one official personnel file shall be maintained by and in the office of Human Resources for each member of the bargaining unit. Personnel files are maintained and access provided to them in accordance with law, including Ohio Revised Code 1347 (~~the Ohio Privacy Act~~ **Personal Information Systems**).

19.2: Each bargaining unit member shall have access to his/her official personnel file within normal working hours. The University will also grant access to a bargaining unit member's official personnel file to the bargaining unit member's designated representative.

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

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

19.5: The University will promptly (no more than ten (10) days) review requests received under the provisions of Section 19.4. If the University concludes that the material is inappropriate for retention in the bargaining unit member's official personnel file, the material

shall be removed and the bargaining unit member shall be so informed. If the University concludes that the material is appropriate for retention in the official file, the University shall so inform the bargaining unit member; in this event, the bargaining unit member has the right to submit a written statement noting his/her objections to the material in question, and the Chief Human Resources Officer or his/her designee shall attach the bargaining unit member's statement to the material objected to, and shall include a note in the personnel file indicating that any person reviewing the original material should also review the bargaining unit member's objections to the material.

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

19.7: Materials Related to Disciplinary Action:

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

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

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

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

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

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

ARTICLE 20

RETIREMENT

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

20.2: Sick Leave Conversion: ~~For purposes of this section the term "separation" will mean any retirement, permanent reduction in force, or death of an employee.~~ A bargaining unit member who separates retires, as defined below, after June 30, 2013 with ten (10) or more years of University service is entitled to convert to cash payment part of his/her accrued but unused sick leave. Payment is based upon the bargaining unit member's hourly rate of pay, as available in the Banner System, immediately prior to separation retirement. The separating retiring bargaining unit member shall receive payment for ~~thirty~~ twenty-five percent (30%) (25%) of the first five hundred (500) hours (or portion thereof) of accrued but unused sick leave; ~~forty-five~~ forty percent (45%) (40%) of the second five hundred (500) hours (or portion thereof); and ~~sixty~~ fifty percent (60%) (50%) of the third five hundred (500) hours (or portion thereof).

A bargaining unit member who retires, as defined below, on or before June 30, 2013 shall receive payment for thirty percent (30%) of the first five hundred (500) hours (or portion thereof) of accrued but unused sick leave; forty-five percent (45%) of the second five hundred (500) hours (or portion thereof); and sixty percent (60%) of the third five hundred (500) hours (or portion thereof).

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

20.3: Continued Benefits: A member of the bargaining unit who retires shall be entitled, for an unlimited period of time, on the same basis as bargaining unit members, the use of Maag Library; tickets for all University functions; the use of Beeghly Center, Stambaugh Stadium, and other physical fitness and recreational facilities; ~~the use of faculty/staff parking facilities; and the remission of all instructional and general fees;~~ and retention of electronic mail accounts. Retirees, their spouses and dependent children (as defined in Section 28.8) to the end of the academic year of in which they reach age twenty-five (25), shall be eligible for remission of all instructional fees and general fees. (See Article 28, Section 28.8). Retired bargaining unit members shall be eligible to ~~annually receive a parking permit to all faculty, staff and mixed parking lots, or may purchase a faculty/staff parking permit annually for one-fourth (1/4) the annual parking fee established by the University.~~ Bargaining unit members who retire with ten (10) or more years of University service are eligible for a convertible life insurance policy through the carrier as of the date of their retirement (rounded to the nearest multiple of \$1,000) to a maximum of \$75,000. Such policy for a retiree will not include accidental death and dismemberment insurance.

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

20.4: Retire/Rehire: ~~Either a member of the bargaining unit who retires during the previous (2006-2009 Agreement) or current term of this Agreement, or their department head, may submit a request to the Chief Human Resources Officer for consideration for rehire. Such request will be evaluated for operational need, i.e. continuity of project, etc. If the request is approved, a contract between the University and the bargaining unit member will be entered into identifying the scope of work, duration, and compensation in accordance with Article 4 ("Salaries"). Such retired/rehired staff will be members of the bargaining unit during the term of their continued employment; however, they will not be eligible for provisions under Article 20 during their continued employment.~~

20.5: Early Retirement Incentive Program: ~~The University will implement an early retirement incentive program for all eligible employees. The plan will be in effect from January 1, 2011 through December 31, 2011, with mandatory retirement dates between April 1, 2011 and December 31, 2011. The University will purchase two (2) years of service credit for eligible employees, unless a lesser amount is provided under OPERS regulations (i.e. twenty percent (20%) of employee's service credit of record). The University will abide by the rules as established by OPERS except as otherwise specified in this Agreement. An eligible employee will provide the University with not less than six (6) months irrevocable written notice specifying the date upon which he/she will retire hereunder.~~

~~Eligibility will be limited to the first one hundred (100) employees with the greatest service credit as determined by OPERS who sign up unless the University and Union agree to increase the number of participants.~~

ARTICLE 21 RETAINED RIGHTS

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

- A) Conduct and grade civil service examinations, rate candidates, establish eligibility lists; and make original appointments therefrom; or, alternatively, to post announcements for positions to be filled by original appointment from among qualified applicants responding to the posting, and to make appointments from the pool of applicants;
- B) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- C) Direct, supervise, evaluate, or hire employees;
- D) Maintain and improve efficiency and effectiveness of governmental operations;
- E) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- F) Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- G) Determine the adequacy of the work force;
- H) Determine the overall mission of the employer as a unit of government;
- I) Effectively manage the work force;
- J) Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 22

ASSOCIATION RIGHTS

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

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

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

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

22.5: Printing of the Agreement: Copies of this Agreement shall be printed at the University's expense within three (3) months after ratification by both parties and distributed to all members of the bargaining unit ~~and candidates for employment, including newly hired~~

employees. The University shall provide the Association with (fifty) 50 additional copies of the Agreement free of charge. Further, the Association or its members may purchase additional copies at cost.

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

22.7: The Union President shall be granted a paid leave of absence ~~for up to three one-half (1/2) days of eight (8) hours~~ per week for each scheduled workweek during the life of this Agreement. **When the President's work office is located off campus, two (2) additional hours will be added to equal ten (10) hours per week.** The Union President shall be free to conduct Union business on University premises during the ~~three one-half (1/2) days~~ **eight (8) hour** release period in accordance with the other provisions of the Agreement. This release time is in addition to all other release time contained in the Agreement. Release time should be pre-arranged with the Union President's supervisor to maintain efficient operation of the departments. The Union President will refrain from conducting union business during work time except as otherwise specified in the Agreement.

Union Grievance Officers recognized in Section ~~16-6~~ **22.6**, including the ~~Chief Grievance Committee Chair Officer~~, shall be permitted up to ~~twenty (20)~~ **twelve (12)** Grievance Officer hours each week to investigate possible grievances and/or grievances during the paid working hours of the Grievance Officers. The Union agrees that this time will be devoted exclusively to a good faith effort to resolve labor-management problems arising from the provisions of this Agreement, and will not be abused. The University agrees that permission to investigate a possible grievance and/or grievance will not be unreasonably denied.

- A) The ~~twenty (20)~~ **twelve (12)** hours apply to all Grievance Officers; that is, one (1) Grievance Officer at ~~twenty (20)~~ **twelve (12)** hours; or two (2) Grievance Officers at ~~ten (10)~~ **six (6) hours**, etc. Time spent in consultation with the Chief Human Resources Officer or his/her designee will not be counted against the ~~twenty (20)~~ **twelve (12)** hour limit.
- B) If unused in a given week~~(s)~~, Grievance Officer-hours may accumulate to a maximum of ~~thirty (30)~~ **twenty (20)** hours.
- C) Advance permission must be granted by the Grievance Officer's supervisor and by the Chief Grievance Officer or Union President prior to investigation of a possible grievance and/or grievance during paid hours.
- D) If a Grievance Officer leaves his/her work area to investigate a grievance in another work area, the Grievance Officer will inform the supervisor in the grievant's work area before talking to the grievant.
- E) No individual Grievance Officer may devote more than ~~eight (8)~~ **six (6)** hours of paid time to possible grievance and/or grievance investigation during a given week without the permission of the University.
- F) A weekly account of the grievance hours will be kept by the ~~Chief Grievance Chair Officer~~. This information will be available to the University upon written request.
- G) If a bargaining unit member is summoned to a meeting or investigatory interview and the employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says, the employee has the right to request union representation. The role of the union representative during such meeting is non-adversarial. However, the representative does have the right to assist and counsel the employee during the meeting. If a union representative is not available, and the bargaining unit member requests a union representative/legal counsel to be present, the request will be granted immediately or the meeting will be postponed to a mutually agreeable time typically within the next two (2) work days.

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

22.8: Association Negotiating Team: Once the process of negotiating a successor Agreement has commenced, each member of the Association Negotiating Committee shall be granted up to ~~six (6)~~ **four (4)** hours per week release time to prepare for bargaining. When

members of the Association Negotiating Team are in the same University department, a maximum of ~~six (6)~~ **four (4)** hours release time total per department per week shall be granted, unless the department head at his/her discretion, allows more.

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

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

ARTICLE 23 UNIVERSITY-ASSOCIATION RELATIONS

~~LABOR/MANAGEMENT COMMITTEES:~~

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

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

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

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

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

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

or any written extension hereof. The provisions of Article ~~17.1~~ **this section** shall be in full effect in the event a strike is called involving any other bargaining unit on the YSU campus during the term of this Agreement.

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

23.7: Information: Either party to this Agreement shall furnish the other, upon written request, information related to the negotiation or administration of the Agreement, provided such information is available and can be furnished at reasonable expense, such request allows reasonable time to assemble the information, and the party from whom the information is sought may determine the form in which such information is submitted. The following will be sent to the Association as soon as possible:

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

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

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

ARTICLE 24 SEPARABILITY

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

24.2: The parties further agree that they shall cooperate fully with each other in seeking an expeditious resolution of any such decision through litigation, in the event that either party or both parties disagree with the decision. The parties agree that, should a court decision

overturn any decision that a portion of the Agreement is illegal; the parties shall accept the ruling of the court of law. However, each party shall reserve the right to file an appeal to a higher court and may seek to have the ruling set aside until the issue under appeal is decided.

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

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

ARTICLE 25 DUES DEDUCTION AND MEMBERSHIP

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

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

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

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

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

25.6: Individuals who retire or terminate employment prior to ~~August 31 of any year~~ **the end of the OEA fiscal year (June 30th)** shall be required to submit the remainder of the ~~annual~~ **applicable** dues to the union in the last paycheck received as a final union deduction.

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

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

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

ARTICLE 26

CONTRACTING

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

26.2: If the University decides to contract a service, it will:

- A) Inform the Union of its intent to contract.
- B) Provide the Union with relevant information about the decision to contract.
- C) Allow the Union the opportunity to research the subject and submit a recommendation to the University.
- D) Provide a reasonable amount of release time for up to two (2) bargaining unit members, appointed by the President of the Union, to research the subject and prepare a recommendation.

The Union will be granted a reasonable opportunity to demonstrate that bargaining unit employees can competitively perform work, which has been previously contracted out, including access to available information regarding costs and performance audits. In considering the granting, renewal or continuation of competitively bid contracts for work normally performed by bargaining unit employees, to the extent feasible the Employer will examine information provided by the Union regarding whether or not such work can be performed with greater efficiency, economy, programmatic benefit or other related factors through the use of bargaining unit employees rather than through renewal or continuation of the contract or initial contracting out of work.

The University retains the sole right to make the final determination as to whether or not to contract services.

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

ARTICLE 27

HEALTH AND SAFETY

27.1: The parties agree that it is the goal of the University and the Association that the University be a place in which the bargaining unit members enjoy a safe and healthful environment. To accomplish this, the University will endeavor to assure compliance with all federal, state, and local statutes pertaining to health, safety, and the environment. Both parties recognize that it will be the University's responsibility to provide all bargaining unit members the necessary training, equipment, and written procedures necessary to conduct their job in a safe and healthful manner. Both parties also recognize that it will be the bargaining unit member's responsibility to follow University health and safety policies which may include the wearing of personal protective equipment and the mandatory attendance of training seminars. It is understood that all mandatory training will be offered in accordance with the **Training Leave provision found in Article 7, Section 7.17** of this Agreement. It is further recognized that any violation of University safety policies by bargaining unit members may result in disciplinary action by the University.

27.2: ~~The University and the Union agree to establish a joint Health and Safety Committee with three (3) members of the Administration and three (3) members of the Union. Each party shall appoint their respective members. In order to assure the union an~~

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

The general responsibility charge of all the Committees is advisory. The Committee is to review safety incidents that occur on campus, report to and consult with the Director of Environmental and Occupational Health and Safety regarding will be to provide a safe and healthful workplace by recognizing hazards, and recommending the abatement of hazards and recommending education programs. To fulfill this responsibility the Committees shall:

- A) — Meet on a definitely established schedule, but in no case more frequently than once a quarter, unless otherwise mutually agreed;**
- B) — Arrange periodic inspections to detect, evaluate and offer recommendations for control of potential health and safety hazards including working alone situations;**
- C) — Appoint members of the Union to accompany inspections;**
- D) — Discuss Agency plans and policies for preventing workplace violence;**
- E) — Receive copies of all accident and illness reports, lists of toxic materials and exposure records, when incident reports involve faculty, staff, student(s), or visitor(s). For purposes of confidentiality, a separate accident report will be prepared omitting the name(s) of the above;**
- F) — Promote health and safety education; and**
- G) — Maintain and review minutes of all Committee meetings.**
- H) — The University will make available to the University Health and Safety Committees information regarding ergonomic requirements that can be used to make appropriate adjustments in existing workplace settings.**

Members of the Health and Safety Committee shall be allowed paid time off from their regular work while performing attending Committee duties meetings, and shall also be allowed paid time off for training relating to health and safety.

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

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

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

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

27.7: — The University will ensure appropriate temperatures, according to Occupational Safety and Health Administration (OSHA) guidelines, within all staff offices and/or enclosed departmental/work areas.

**ARTICLE 28
MISCELLANEOUS**

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

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

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

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

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

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

receive in a given calendar year. Final and binding determination of the required enrollment level in any given course rests with the University.

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

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

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

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

28.8: Fee Remission: Dependent children and spouses of bargaining unit members shall be granted remission for instructional fees at YSU, including out-of-state instructional fees where applicable. "Dependent children" are **the biological children, legally adopted children or step-children of a bargaining unit employee who qualify as exemptions as defined by the Internal Revenue Service.** **Bargaining unit employees must provide any information requested by the University such as copies of marriage licenses, birth certificates and certificates of adoption to assist the University in determining that the child or spouse is eligible for tuition remission. Bargaining unit employees must also properly complete the University's application/affidavit in order to receive tuition remission.** Dependent children shall be eligible for remission to the end of the academic year of age twenty-five (25). Bargaining unit members shall receive remission of instructional and general fees at YSU, including out-of-state fees where applicable, for up to eighteen (18) semester hours per academic year and six (6) semester hours each summer semester. Courses may not be taken at times which conflict with assigned duties. Remission of the general fee shall be granted to members of the bargaining unit only. The restriction of six credit hours shall not apply to courses taken at YSU as part of a Staff Development Leave granted under the provisions of Article 6. Bargaining unit members with a .75 FTE or higher receive remission benefits as stated above.

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

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

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

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

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

ARTICLE 29
NON-DISCRIMINATION

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

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

29.3: The parties agree that our society presently offers various sources of relief to persons found to have been victims of discrimination, such as the Ohio Civil Rights Commission, Equal Employment Opportunity Commission and the State Employment Relations Board. The parties agree that allegations of illegal discrimination may be reported to the University ~~Affirmative Action Officer~~ **Director of Equal Opportunity and Diversity**. Alleged violations of the provisions of ~~Article 22.1 Section 29.1~~ may not be processed beyond Step ~~2~~ **2** of the grievance procedure established in Article ~~8~~ **9**.

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

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

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

Michael Glonek
President, YSU-APAS

Helen Trapp
OEA Labor Relations Consultant

Edward Villone
APAS Chief Negotiator

Jacquelyn Daniel Johnson

Ray Hoff

Sharon Mika

Susan Moorer

YOUNGSTOWN STATE UNIVERSITY

Cynthia Anderson
President

George Crisci
Outside Legal Counsel

Ronald Chordas
YSU Chief Negotiator

Martin Bramlett

Elaine Jacobs

Jane Kestner

Matthew Novotny

APPENDIX A
POSITIONS INCLUDED IN THE BARGAINING UNIT

Job Title	Department
Academic Affairs	
Academic Advisor	College of STEM
Academic Advisor	Beeghly College of Education
Academic Advisor	College of Liberal Arts and Social Sciences
Academic Advisor	Williamson College of Business Administration
Academic Advisor	Williamson College of Business Administration
Academic Advisor	Beeghly College of Education
Academic Advisor	College of STEM
Academic Advisor	BSMD and Health Professions
Academic Advisor	College of Liberal Arts and Social Sciences
Academic Advisor	College of STEM
Academic Advisor	College of Liberal Arts and Social Sciences
Academic Advisor	College of Fine and Performing Arts
Academic Advisor	Bitonte College of Health and Human Services
Academic Advisor, BCCHHS Representative	Bitonte College of Health and Human Services
Academic Advisor/Health Professions Representative	Criminal Justice
Acquisitions Librarian	Maag Library
Assistant Administrator Student Field Experience	Beeghly College of Education
Assistant Director	University Scholars Program
Assistant Director	Metro Credit
Assistant Director, Fine and Performing Arts Series	College of Fine and Performing Arts
Assistant Reference Librarian – Business	Maag Library
Assistant Reference Librarian-Instruction	Maag Library
Assistant Reference Librarian-Science, Engineering and Technology	Maag Library
Assistant to the Coordinator of the Mathematics Assistance Center	Mathematics and Statistics
Assistant to the Director	McDonough Museum of Art
Associate Reference Librarian	Maag Library
Associate Staff Designer	Theater and Dance
BSW Internship Coordinator	Social Work
Catalog Librarian	Maag Library
Coordinator Mathematics Assistance Center	Mathematics and Statistics

Coordinator of Diversity Initiatives	Beeghly College of Education
Coordinator of External Relations for Williamson College of Business Administration	Williamson College of Business Administration
Coordinator of Graduate Administrative Affairs	Graduate Studies and Research
Coordinator of Graduate Recruitment and Admissions	Graduate Studies and Research
Coordinator of International Admissions and Immigration Services	Center for International Studies and Programs
Coordinator of MBA Programs	Williamson College of Business Administration
Coordinator of Professional Development	Beeghly College of Education
Coordinator of Teacher Certification	Beeghly College of Education
Coordinator of the English Language Institute	Center for International Studies and Programs
Coordinator, Language Learning and Resource Center	Foreign Languages and Literatures
Electronic Services Librarian	Maag Library
English Language Institute/English As a Second Language Specialist	Center for International Studies and Programs
English Language Institute/English as a Second Language Specialist	Center for International Studies and Programs
Exhibition Design and Production Manager	McDonough Museum of Art
General Studies	College of Liberal Arts and Social Sciences
Coordinator/Academic Advisor	Beeghly College of Education
Information Systems Coordinator	Chemistry
Instrumentation Service Specialist	English
Interim Coordinator, Writing Center	Center for International Studies and Programs
International Program Coordinator	Center for International Studies and Programs
Learning Resource Coordinator	Bitonte College of Health and Human Services
Manager, Information Literacy and Assessment Program	Maag Library
Multimedia Librarian	Maag Library
Planetarium Lecturer	Physics and Astronomy
Police Academy Coordinator	Criminal Justice
Professional Practice Program Coordinator	Williamson College of Business Administration
Program Developer	University Outreach
Program Developer	University Outreach
Reference and Instruction Librarian-- Health Sciences	Maag Library
Reference/Serials and Microforms Librarian	Maag Library
Research Associate	Islamic Studies
Research Economist, Community Liaison	Center for Urban and Regional Studies

Senior Academic Advisor	Bitonte College of Health and Human Services
Senior Academic Advisor	Bitonte College of Health and Human Services
Senior Academic Advisor	College of Fine and Performing Arts
Senior Research Associate	Center for Urban and Regional Studies
Social Work Internship Coordinator	Social Work
Systems Librarian	Maag Library
Systems Manager, Metro Credit	Metro Credit
Theater Production Manager	Theater and Dance
TV Production Studio Engineer	Communication and Theater

Athletics

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

Finance and Administration

** Coordinator of Financial Systems	Financial Affairs
Coordinator, University Financial Reconciliations	General Accounting
** Senior Financial Analyst	Grants Accounting
Senior Financial Analyst	General Accounting
Sr. Project Manager	Facilities

President

Senior Institutional Research Analyst	Institutional Research
Coordinator of Equal Opportunity	Equal Opportunity and Diversity

Student Affairs

Assistant Director	Office of Housing and Residence Life
Assistant Director	Office of Housing and Residence Life
Assistant Director	Student Activities
Assistant Director	Undergraduate Admissions
Assistant Director	Undergraduate Admissions
Assistant Director	Office of Housing and Residence Life
Assistant Director	Undergraduate Admissions

Assistant Director Federal Programs	Financial Aid and Scholarships
Assistant Director for Programs and Special Events	Campus Recreation and Intramural Sports
Assistant Director of Transfers	Undergraduate Admissions
Assistant Director, Disability Services	Center for Student Progress
Assistant Director, Orientation Services	Center for Student Progress
Assistant Director, Student Tutorial and Supplemental Instruction Services	Center for Student Progress
Asst. Director for Fitness and Facility Operations	Campus Recreation and Intramural Sports
Coordinator for Occupancy and Recruitment	Housing and Residence Life
Coordinator	Center for Student Progress
Coordinator	Career and Counseling Services
Coordinator	Career and Counseling Services
Coordinator	Career and Counseling Services
Coordinator of External Testing	Comprehensive Testing Center
Coordinator of Facilities and Programs	Campus Recreation and Intramural Sports
Coordinator of Fitness & Wellness Programs	Campus Recreation and Intramural Sports
Coordinator of Graphic Center and Copy Center	Kilcawley Center
Coordinator of Merchandising	Bookstore
Coordinator of Programs and Marketing	Andrews Student Recreation and Wellness Center
Coordinator of Veterans Affairs	Student Affairs
Counselor	Career and Counseling Services
Evening Operations Manager	Kilcawley Center
Financial Aid Coordinator Temporary	Financial Aid and Scholarships
Financial Aid Counselor-Special Programs	Financial Aid and Scholarships
Housing Coordinator	Housing and Residence Life
Housing Coordinator	Housing and Residence Life
Housing Coordinator	Housing and Residence Life
Retail Operations Manager	Kilcawley Center
Senior Coordinator	Undergraduate Admissions
Senior Financial Aid Counselor, Federal Programs	Financial Aid and Scholarships
Senior Financial Aid Counselor-Special Programs	Financial Aid and Scholarships
Technology and Training Specialist	Student Affairs
Web Developer/Site Manager	Office of the Registrar

Technology

Database Administrator	Computer Services
Instructional Technology Specialist	Media and Academic Computing
Systems Administrator	Media and Academic Computing

University Development

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

APPENDIX B
POSITIONS EXCLUDED FROM THE BARGAINING UNIT

Academic Affairs

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

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

Office of the Provost
Communication and Theater
Maag Library
Student Affairs

Athletics

Assistant Athletic Advisor	Intercollegiate Athletics
Assistant Athletic Advisor	Intercollegiate Athletics
Assistant Athletic Trainer/Physical Therapist	Intercollegiate Athletics
Assistant Coach, Baseball	Intercollegiate Athletics
Assistant Coach, Baseball	Intercollegiate Athletics
Assistant Coach, Football	Intercollegiate Athletics
Assistant Coach, Football	Intercollegiate Athletics
Assistant Coach, Football	Intercollegiate Athletics
Assistant Coach, Football	Intercollegiate Athletics
Assistant Coach, Football	Intercollegiate Athletics
Assistant Coach, Football	Intercollegiate Athletics
Assistant Coach, Football	Intercollegiate Athletics
Assistant Coach, Football	Intercollegiate Athletics
Assistant Coach, Football	Intercollegiate Athletics
Assistant Coach, Men's and Women's Track and Field	Intercollegiate Athletics
Assistant Coach, Men's Baseball	Intercollegiate Athletics
Assistant Coach, Men's Basketball	Intercollegiate Athletics
Assistant Coach, Men's Basketball	Intercollegiate Athletics
Assistant Coach, Men's Basketball	Intercollegiate Athletics
Assistant Coach, Softball	Intercollegiate Athletics
Assistant Coach, Softball	Intercollegiate Athletics
Assistant Coach, Softball	Intercollegiate Athletics
Assistant Coach, Women's Basketball	Intercollegiate Athletics
Assistant Coach, Women's Basketball	Intercollegiate Athletics
Assistant Coach, Women's Basketball	Intercollegiate Athletics
Assistant Coach, Women's Diving	Intercollegiate Athletics
Assistant Coach, Women's Soccer/Athletic Youth Camp Director	Intercollegiate Athletics
Assistant Coach, Women's Swimming and Diving	Intercollegiate Athletics
Assistant Coach, Women's Volleyball	Intercollegiate Athletics
Assistant Director of Athletics	Intercollegiate Athletics
Assistant Football Coach - Quality Control	Intercollegiate Athletics
Assistant Men's Basketball Coach— Quality Control	Intercollegiate Athletics
Assistant Strength and Conditioning Coach	Intercollegiate Athletics
Associate Director of Athletics	Intercollegiate Athletics
Associate Director of Intercollegiate Athletics	Intercollegiate Athletics
Asst. Coach, Men's & Women's Track and Field	Intercollegiate Athletics
Athletics Business Manager	Intercollegiate Athletics
Co-Head Coach, Cheerleading	Intercollegiate Athletics
Co-Head Coach, Cheerleading	Intercollegiate Athletics
Executive Director	Intercollegiate Athletics
Head Athletic Trainer	Intercollegiate Athletics
Head Coach, Baseball	Intercollegiate Athletics
Head Coach, Football	Intercollegiate Athletics
Head Coach, Men's and Women's Cross Country and Track and Field	Intercollegiate Athletics
Head Coach, Men's Basketball	Intercollegiate Athletics
Head Coach, Men's Golf	Intercollegiate Athletics
Head Coach, Men's Tennis	Intercollegiate Athletics
Head Coach, Softball	Intercollegiate Athletics
Head Coach, Volleyball	Intercollegiate Athletics

Head Coach, Women's Basketball	Intercollegiate Athletics
Head Coach, Women's Golf	Intercollegiate Athletics
Head Coach, Women's Soccer	Intercollegiate Athletics
Head Coach, Women's Soccer	Intercollegiate Athletics
Head Coach, Women's Swimming and Diving	Intercollegiate Athletics
Head Coach, Women's Tennis	Intercollegiate Athletics
Manager of Athletic Development	Intercollegiate Athletics
Senior Athletic Advisor	Intercollegiate Athletics
Sports Information Director	Intercollegiate Athletics
Strength and Conditioning Coach	Intercollegiate Athletics
Videographer	Intercollegiate Athletics

Finance and Administration

Associate Director	General Accounting
Associate Director	Environmental and Occupational Health and Safety
	Procurement Services
Associate Director	University Facilities
Associate Director of Planning and Construction	
Cash Management Officer	Financial Services
Chief Human Resources Officer	Human Resources
Director	Student Accounts and University Receivables
	Office of the Vice President for Administration
Director of Grants Accounting	Procurement Services
Director of Materials Management	Support Services
Director of Support Services	University Facilities
Director of University Facilities	Environmental and Occupational Health and Safety
Director, Environmental and Occupational Health and Safety	General Accounting
Director, General Accounting	University Facilities
Executive Director	Financial Services
Executive Director of Financial Services	
Facilities Engineer	University Facilities
Grounds and Motor Pool	Associate Director Grounds and Motor Pool
	Human Resources
Manager of Classification and Compensation	
Manager of Facilities Maintenance	University Facilities
Manager of Monthly Close	General Accounting
Manager of Payroll Operations	Payroll
Manager, Analysis and Financial Reporting	General Accounting
Manager, Customer Service and Operations	Student Accounts and University Receivables
Vice President of Finance and Administration	Office of the Vice President for Administration

President

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

Student Affairs

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

Technology

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

University Development

Associate Director	WYSU-FM
Associate Director of Production Services	Marketing and Communications
Broadcast Engineer	WYSU-FM
Chief Development Officer	University Development
Director	WYSU-FM
Director of Development	University Development
Executive Director	University Advancement
Executive Director	Marketing and Communications
Manager of Events and Space Utilization	Events Management
Manager of News and Information Services	Marketing and Communications
Vice President University Advancement	University Advancement

**Positions Excluded from the APAS Bargaining Unit
(Externally Funded)**

Academic Advisor	BCOE Dean's Office
Academic Coordinator	Beeghley College of Education
Assistant Coordinator	Comprehensive Testing Center
Assistant Coordinator	Metro Credit

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

Research Assistant	Health Professions
Research Associate I/Evaluator	Center for Human Services Development
Research Associate II/Environmental Coordinator	Center for Urban and Regional Studies
Research Associate II/Senior Geographic Information Systems (GIS) Analyst	Center for Urban and Regional Studies
Research Associate II/Urban Designer	Center for Urban and Regional Studies
Research Associate/HMIS Administrator, Center for Human Services Development	Center for Human Services Development
Research Fellow	Physics and Astronomy
SBDC Business Analyst	Small Business Development Center
SBDC Business Analyst	Small Business Development Center
School Nurse	Rich Center for Autism
SMARTS Coordinator	College of Fine and Performing Arts
Staff Scientist	Core Instrumentation Support Unit
STEM Summer Bridge Coordinator	STEM
Sub-Center Director, SBDC	Small Business Development Center
Systems Manager/GIS Lab Coordinator	Center for Urban and Regional Studies
Tech Prep Career Coordinator	Associate Degree and Tech Prep Programs

APPENDIX C
SALARY RANGES
Effective July 1, 2012 – June 30, 2014

Eff. July 1, 2012-June 30, 2013

Eff. July 1, 2013-June 30, 2014

<u>Structure</u>	<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
A	1	\$27,109	\$36,610	\$46,111	\$27,651	\$37,342	\$47,033
A	2	\$31,175	\$42,101	\$53,027	\$31,799	\$42,944	\$54,088
A	3	\$35,852	\$48,417	\$60,982	\$36,569	\$49,386	\$62,202
A	4	\$41,230	\$55,679	\$70,129	\$42,055	\$56,794	\$71,532
A	5	\$47,415	\$64,032	\$80,649	\$48,363	\$65,313	\$82,262
A	6	\$54,527	\$73,636	\$92,746	\$55,618	\$75,110	\$94,601
A	7	\$62,706	\$84,681	\$106,657	\$63,960	\$86,375	\$108,790
A	8	\$72,112	\$97,384	\$122,657	\$73,554	\$99,332	\$125,110
A	9	\$82,928	\$111,992	\$141,055	\$84,587	\$114,232	\$143,876
A	10	\$95,368	\$128,790	\$162,213	\$97,275	\$131,366	\$165,457
A	11	\$109,672	\$148,109	\$186,545	\$111,865	\$151,071	\$190,276
A	12	\$126,124	\$170,325	\$214,527	\$128,646	\$173,732	\$218,818
A	13	\$145,042	\$195,874	\$246,705	\$147,943	\$199,791	\$251,639
B	1	\$26,555	\$35,861	\$45,167	\$27,086	\$36,578	\$46,070
B	2	\$30,538	\$41,241	\$51,943	\$31,149	\$42,066	\$52,982
B	3	\$35,119	\$47,426	\$59,734	\$35,821	\$48,375	\$60,929
B	4	\$40,386	\$54,541	\$68,695	\$41,194	\$55,632	\$70,069
B	5	\$46,445	\$62,722	\$78,999	\$47,374	\$63,977	\$80,579
B	6	\$53,411	\$72,130	\$90,849	\$54,479	\$73,573	\$92,666
B	7	\$61,423	\$82,950	\$104,476	\$62,651	\$84,609	\$106,566
B	8	\$70,637	\$95,392	\$120,148	\$72,050	\$97,301	\$122,551
B	9	\$81,232	\$109,701	\$138,170	\$82,857	\$111,895	\$140,933
B	10	\$93,417	\$126,156	\$158,895	\$95,285	\$128,679	\$162,073
C	1	\$32,622	\$44,055	\$55,488	\$33,274	\$44,936	\$56,598
C	2	\$37,515	\$50,663	\$63,812	\$38,265	\$51,677	\$65,088
C	3	\$43,143	\$58,263	\$73,383	\$44,006	\$59,429	\$74,851
C	4	\$49,614	\$67,002	\$84,390	\$50,606	\$68,342	\$86,078
C	5	\$57,056	\$77,052	\$97,048	\$58,197	\$78,593	\$98,989
C	6	\$65,614	\$88,611	\$111,607	\$66,926	\$90,383	\$113,839
C	7	\$75,457	\$101,902	\$128,347	\$76,966	\$103,940	\$130,914
C	8	\$86,776	\$117,188	\$147,600	\$88,512	\$119,532	\$150,552

July 1, 2014 – June 30, 2015 salary ranges not yet known

APPENDIX C
SALARY RANGES
Effective July 1, 2012 – June 30, 2014

		<u>Eff. July 1, 2012-June 30, 2013</u>			<u>Eff. July 1, 2013-June 30, 2014</u>		
D	1	\$29,361	\$39,651	\$49,941	\$29,948	\$40,444	\$50,940
D	2	\$33,765	\$45,599	\$57,432	\$34,440	\$46,511	\$58,581
D	3	\$38,830	\$52,438	\$66,047	\$39,607	\$53,488	\$67,368
D	4	\$44,654	\$60,488	\$76,321	\$45,547	\$61,697	\$77,847
D	5	\$51,352	\$69,561	\$87,770	\$52,379	\$70,952	\$89,525
D	6	\$59,055	\$79,995	\$100,935	\$60,236	\$81,595	\$102,954
D	7	\$67,914	\$91,995	\$116,076	\$69,272	\$93,835	\$118,398
D	8	\$78,101	\$105,794	\$133,488	\$79,663	\$107,911	\$136,158
D	9	\$89,816	\$121,663	\$153,511	\$91,612	\$124,097	\$156,581
D	10	\$103,288	\$139,913	\$176,538	\$105,354	\$142,712	\$180,069
E	1	\$27,568	\$37,344	\$47,120	\$28,119	\$38,091	\$48,062
E	2	\$31,704	\$42,945	\$54,187	\$32,338	\$43,805	\$55,271
E	3	\$36,460	\$49,388	\$62,316	\$37,189	\$50,376	\$63,562
E	4	\$41,928	\$56,795	\$71,663	\$42,767	\$57,932	\$73,096
E	5	\$48,218	\$65,315	\$82,412	\$49,182	\$66,621	\$84,060
E	6	\$55,450	\$75,111	\$94,773	\$56,559	\$76,614	\$96,668
F	1	\$26,758	\$36,246	\$45,735	\$27,293	\$36,972	\$46,650
F	2	\$30,772	\$41,684	\$52,595	\$31,387	\$42,517	\$53,647
F	3	\$35,389	\$47,937	\$60,485	\$36,097	\$48,896	\$61,695
F	4	\$40,696	\$55,127	\$69,557	\$41,510	\$56,229	\$70,948
F	5	\$46,800	\$63,396	\$79,991	\$47,736	\$64,664	\$81,591
F	6	\$53,821	\$72,905	\$91,989	\$54,897	\$74,363	\$93,829
F	7	\$61,895	\$83,842	\$105,788	\$63,133	\$85,519	\$107,904
F	8	\$71,178	\$96,417	\$121,657	\$72,602	\$98,346	\$124,090
F	9	\$81,855	\$110,880	\$139,904	\$83,492	\$113,097	\$142,702

July 1, 2014 – June 30, 2015 salary ranges not yet known

APPENDIX C
SALARY RANGES
Effective July 1, 2012 – June 30, 2014

		<u>Eff. July 1, 2012-June 30, 2013</u>			<u>Eff. July 1, 2013-June 30, 2014</u>		
G	1	\$23,588	\$31,953	\$40,317	\$24,060	\$32,592	\$41,123
G	2	\$27,127	\$36,746	\$46,365	\$27,670	\$37,481	\$47,292
G	3	\$31,196	\$42,258	\$53,319	\$31,820	\$43,103	\$54,385
G	4	\$35,875	\$48,596	\$61,318	\$36,593	\$49,569	\$62,544
G	5	\$41,256	\$55,885	\$70,515	\$42,081	\$57,003	\$71,925
G	6	\$47,446	\$64,269	\$81,092	\$48,395	\$65,555	\$82,714
G	7	\$54,562	\$73,909	\$93,257	\$55,653	\$75,388	\$95,122
G	8	\$62,747	\$84,996	\$107,245	\$64,002	\$86,696	\$109,390
G	9	\$72,158	\$97,744	\$123,331	\$73,601	\$99,700	\$125,798
G	10	\$82,981	\$112,406	\$141,831	\$84,641	\$114,655	\$144,668
G	11	\$95,429	\$129,267	\$163,106	\$97,338	\$131,853	\$166,368
G	12	\$109,743	\$148,657	\$187,571	\$111,938	\$151,630	\$191,322
H	1	\$23,064	\$31,147	\$39,231	\$23,525	\$31,771	\$40,016
H	2	\$26,524	\$35,819	\$45,115	\$27,054	\$36,536	\$46,017
H	3	\$30,503	\$41,192	\$51,882	\$31,113	\$42,017	\$52,920
H	4	\$35,078	\$47,371	\$59,665	\$35,780	\$48,319	\$60,858
H	5	\$40,340	\$54,477	\$68,614	\$41,147	\$55,567	\$69,986
H	6	\$46,391	\$62,649	\$78,907	\$47,319	\$63,902	\$80,485
H	7	\$53,350	\$72,047	\$90,744	\$54,417	\$73,488	\$92,559
H	8	\$61,351	\$82,853	\$104,354	\$62,578	\$84,510	\$106,441
H	9	\$70,555	\$95,281	\$120,007	\$71,966	\$97,187	\$122,407
H	10	\$81,138	\$109,573	\$138,009	\$82,761	\$111,765	\$140,769
H	11	\$93,308	\$126,009	\$158,709	\$95,174	\$128,529	\$161,883
H	12	\$107,304	\$144,911	\$182,517	\$109,450	\$147,809	\$186,167
I	1	\$26,400	\$35,652	\$44,903	\$26,928	\$36,365	\$45,801
I	2	\$30,360	\$41,000	\$51,640	\$30,967	\$41,820	\$52,673
I	3	\$34,914	\$47,150	\$59,386	\$35,612	\$48,093	\$60,574
I	4	\$40,151	\$54,222	\$68,293	\$40,954	\$55,307	\$69,659
I	5	\$46,173	\$62,355	\$78,536	\$47,096	\$63,602	\$80,107
I	6	\$53,099	\$71,709	\$90,318	\$54,161	\$73,143	\$92,124
I	7	\$61,064	\$82,464	\$103,865	\$62,285	\$84,114	\$105,942

July 1, 2014 – June 30, 2015 salary ranges not yet known

APPENDIX C
SALARY RANGES
Effective July 1, 2012 – June 30, 2014

		<u>Eff. July 1, 2012-June 30, 2013</u>			<u>Eff. July 1, 2013-June 30, 2014</u>		
J	1	\$29,071	\$39,259	\$49,448	\$29,652	\$40,045	\$50,437
J	2	\$33,431	\$45,148	\$56,865	\$34,100	\$46,051	\$58,002
J	3	\$38,446	\$51,920	\$65,393	\$39,215	\$52,958	\$66,701
J	4	\$44,212	\$59,708	\$75,203	\$45,096	\$60,902	\$76,707
K	1	\$29,486	\$39,819	\$50,152	\$30,076	\$40,616	\$51,155
K	2	\$33,908	\$45,791	\$57,674	\$34,586	\$46,707	\$58,827
K	3	\$38,994	\$52,661	\$66,327	\$39,774	\$53,714	\$67,654
K	4	\$44,843	\$60,559	\$76,276	\$45,740	\$61,771	\$77,802
K	5	\$51,570	\$69,643	\$87,716	\$52,601	\$71,036	\$89,470
K	6	\$59,306	\$80,090	\$100,874	\$60,492	\$81,692	\$102,891
L	1	\$27,959	\$37,758	\$47,557	\$28,518	\$38,513	\$48,508
L	2	\$32,153	\$43,421	\$54,690	\$32,796	\$44,290	\$55,784
L	3	\$36,975	\$49,934	\$62,893	\$37,715	\$50,933	\$64,151
L	4	\$42,522	\$57,424	\$72,327	\$43,372	\$58,573	\$73,774
L	5	\$48,900	\$66,038	\$83,176	\$49,878	\$67,359	\$84,840
L	6	\$56,235	\$75,944	\$95,653	\$57,360	\$77,463	\$97,566
L	7	\$64,671	\$87,336	\$110,001	\$65,964	\$89,083	\$112,201
L	8	\$74,371	\$100,436	\$126,500	\$75,858	\$102,444	\$129,030
L	9	\$85,527	\$115,501	\$145,475	\$87,238	\$117,812	\$148,385
L	10	\$98,356	\$132,827	\$167,297	\$100,323	\$135,483	\$170,643
L	11	\$113,110	\$152,750	\$192,390	\$115,372	\$155,805	\$196,238
L	12	\$130,076	\$175,662	\$221,249	\$132,678	\$179,176	\$225,674
L	13	\$149,587	\$202,012	\$254,437	\$152,579	\$206,053	\$259,526
L	14	\$172,026	\$232,314	\$292,602	\$175,467	\$236,961	\$298,454
L	15	\$197,829	\$267,161	\$336,492	\$201,786	\$272,504	\$343,222
M	1	\$27,017	\$36,486	\$45,954	\$27,557	\$37,215	\$46,873
M	2	\$31,069	\$41,958	\$52,846	\$31,690	\$42,797	\$53,903
M	3	\$35,729	\$48,251	\$60,773	\$36,444	\$49,216	\$61,988
M	4	\$41,089	\$55,489	\$69,889	\$41,911	\$56,599	\$71,287
M	5	\$47,253	\$63,813	\$80,372	\$48,198	\$65,089	\$81,979
M	6	\$54,340	\$73,385	\$92,429	\$55,427	\$74,853	\$94,278

July 1, 2014 – June 30, 2015 salary ranges not yet known

APPENDIX C
SALARY RANGES
Effective July 1, 2012 – June 30, 2014

		<u>Eff. July 1, 2012-June 30, 2013</u>			<u>Eff. July 1, 2013-June 30, 2014</u>		
N	1	\$26,321	\$35,796	\$45,270	\$26,847	\$36,511	\$46,175
N	2	\$30,270	\$40,879	\$51,487	\$30,875	\$41,696	\$52,517
N	3	\$34,811	\$47,010	\$59,210	\$35,507	\$47,951	\$60,394
N	4	\$40,032	\$54,062	\$68,092	\$40,833	\$55,144	\$69,454
N	5	\$46,037	\$62,171	\$78,305	\$46,958	\$63,415	\$79,871
N	6	\$52,942	\$71,497	\$90,051	\$54,001	\$72,927	\$91,852
N	7	\$60,883	\$82,221	\$103,559	\$62,101	\$83,866	\$105,630
O	1	\$31,778	\$42,916	\$54,053	\$32,414	\$43,774	\$55,134
O	2	\$36,546	\$49,354	\$62,161	\$37,277	\$50,341	\$63,404
O	3	\$42,027	\$56,756	\$71,485	\$42,868	\$57,892	\$72,915
O	4	\$48,332	\$65,270	\$82,207	\$49,299	\$66,575	\$83,851
O	5	\$55,581	\$75,060	\$94,539	\$56,693	\$76,562	\$96,430
O	6	\$63,918	\$86,319	\$108,720	\$65,196	\$88,045	\$110,894
O	7	\$73,506	\$99,267	\$125,027	\$74,976	\$101,252	\$127,528
O	8	\$84,531	\$114,157	\$143,782	\$86,222	\$116,440	\$146,658
O	9	\$97,211	\$131,280	\$165,349	\$99,155	\$133,906	\$168,656

July 1, 2014 – June 30, 2015 salary ranges not yet known

APPENDIX D
SALARY RANGE ASSIGNMENTS

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

APPENDIX D (CONTINUED)
SALARY RANGE ASSIGNMENTS

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

APPENDIX D (CONTINUED)
SALARY RANGE ASSIGNMENTS

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

APPENDIX D (CONTINUED)
SALARY RANGE ASSIGNMENTS

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

APPENDIX E
GRIEVANCE FORM

_____ *

Date Filed: _____

- Filed through YSU-APAS Grievance Committee

- Filed independently of YSU-APAS

Name of Grievant: _____

Department: _____

Home Address: _____

Date Cause of Grievance Occurred: _____

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

Section of AGREEMENT Alleged to Have Been Violated:

Remedy Sought:

Grievant's Signature Date

cc: Grievant
YSU-APAS
Principal Administrative Officer

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

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

APPENDIX G
SUMMARY OF HEALTH CARE COVERAGE

APPENDIX E (CONTINUED)
GRIEVANCE DISPOSITION REACTION FORM

Date: _____

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

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

2. Signatures: _____ Date: _____
Grievant: _____ Date: _____
YSU-APAS Representative: _____ Date: _____
(Optional, except for Step 4 3)

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

APPENDIX G
SUMMARY OF HEALTH CARE COVERAGE

APPENDIX F

YSU EVALUATION OF APAS BARGAINING UNIT MEMBER

Name _____ Date _____

Department _____

Title _____

Period covered by this evaluation _____

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

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

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

APPENDIX G
SUMMARY OF HEALTH CARE COVERAGE

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

APPENDIX-G
SUMMARY OF HEALTH CARE COVERAGE

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

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

APPENDIX-G
SUMMARY OF HEALTH CARE COVERAGE

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

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

**APPENDIX G
SUMMARY OF HEALTH CARE COVERAGE**

** PLEASE RETURN COMPLETED EVALUATION TO HUMAN RESOURCES	SUPERMED CLASSIC (REPLACES TRADITIONAL)†	SUPERMED SELECT	SUPERMED HMO (REPLACES ANTHEM)
Network	Hospital-only	Hospital & Physician Must Select Primary Care Physician (PCP). Referrals are not needed to see in Network specialists.	Hospital & Physician Must Select Primary Care Physician (PCP). Referrals are not needed to see in Network specialists.
Dependent Age	The end of the year of the 25th birthday	The end of the year of the 25th birthday	The end of the year of the 25th birthday
Deductible	\$200 / \$400	\$100 / \$300 for Non-Authorized Services	N/A
Coinsurance Limits	In-Network - 15% Coinsurance until \$225 / \$450 Non-Network - 25% Coinsurance until \$725 / \$950†	\$1,200 / \$2,400 for Non-Authorized Services	N/A
† The University will reimburse bargaining unit members enrolled in the SuperMed Classic plan (or subsequent comparable plans) for out of network charges incurred by the bargaining unit member of his/her covered dependents as a result of use of a non-network hospital.			

Annual Out-of-Pocket Maximum (including Deductible), Office Visit Co-pays Do-Not Count Toward Annual Maximum	In-Network \$425 / \$850 Non-Network \$925 / \$1,350	N/A \$1,300 / \$2,700 for Non-Authorized Services	\$2,000 / \$6,000
Benefit Period	Calendar Year (January 1 through December 31)	Calendar Year (January 1 through December 31)	Calendar Year (January 1 through December 31)
Pre-existing Period	No Waiting Period	No Waiting Period	No Waiting Period
Lifetime Maximum	\$2,000,000	\$2,500,000	Unlimited
PHYSICIAN OFFICE SERVICES			

**APPENDIX G
SUMMARY OF HEALTH CARE COVERAGE**

Office Visits	\$10 Co-payment †	\$10 Co-payment †	\$10 Co-payment †	\$10 Co-payment †
Office Surgeries	15% of Coinsurance After Deductible	\$10 Co-payment	\$10 Co-payment	\$10 Co-payment
Preconception Care/ Education	15% of Coinsurance After Deductible	\$10 Co-payment †	\$10 Co-payment †	\$10 Co-payment †
Allergy— Testing	15% of Coinsurance After Deductible In Network 25% of Coinsurance After Deductible Non-Network	Covered in Full in Network Non-Authorized Services; 80% Coinsurance after Deductible— Inpatient-care Non-Authorized Services; 50% Coinsurance after Deductible— Outpatient-care	Covered in Full in Network	Covered in Full in Network
Allergy— Treatment Serum & Injections	15% of Coinsurance In Network	Covered in Full in Network Non-Authorized Services; 80% Coinsurance after Deductible— Inpatient-care Non-Authorized Services; 50% Coinsurance after Deductible— Outpatient-care	Covered in Full in Network	Covered in Full in Network
†\$10-00-payment if seen by a physician				

APPENDIX G
SUMMARY OF HEALTH CARE COVERAGE

PREVENTIVE CARE			
Routine Physical Exam, Routine Lab, X-Ray and Medical Tests	Covered in Full 1-per benefit-period	Covered in Full 1-per benefit period	Covered in Full in-Network 1-per benefit period
Mammography and Pelvic Exams, PAP Test, and PSA Test	Covered in Full 1-per benefit-period	Covered in Full 1-per benefit period	Covered in Full in-Network 1-per benefit period
Immunizations, Annual Diabetic Eye Exam	Covered in Full 1-per benefit-period	Covered in Full 1-per benefit period	Covered in Full in-Network 1-per benefit period
Routine Colonoscopy	Covered in Full	Covered in Full	Covered in Full in-Network
Vision Exams	Routine basic-eye exam by PCP (internal general or family practice doctor) covered in full. Does not include ophthalmologist or optometrist 1-per benefit-period	Routine basic-eye exam by PCP (internal general or family practice doctor) covered in full. Does not include ophthalmologist or optometrist 1-per benefit period	Exam given by Network ophthalmologist or optometrist covered in full. 1-per benefit period
Hearing Exams	Covered in Full 1-per benefit-period	Covered in Full 1-per benefit period	Covered in Full in-Network 1-per benefit period

APPENDIX-G
SUMMARY OF HEALTH CARE COVERAGE

PHYSICAL-REHABILITATION			
Physical and Occupational	15% Coinsurance after Deductible	Covered in-full	Covered in-full in-Network; 60 visit-maximum
Spinal Manipulation-3	15% Coinsurance after Deductible 325-visit maximum combined for Physical/Occupational Therapy and Spinal Manipulation	Covered in-full 325-visit maximum combined for Physical/Occupational Therapy and Spinal Manipulation	Covered in-full in-Network 12-visit maximum

OUTPATIENT SERVICES			
Surgical Services	In-Network; 15% Coinsurance after Deductible Non-Network; 25% Coinsurance after Deductible	Covered in-Full in-Network Non-Authorized Services; 90% Coinsurance after Deductible	Covered in-Full in-Network
Speech Therapy	15% Coinsurance after Deductible, 15-Visit Maximum	Covered in-Full; 15-Visit Maximum	Covered in-Full in-Network; 20 Visit maximum
Cardiac Rehabilitation	In-Network; 15% Coinsurance after Deductible	Covered in-Full	Covered in-Full in-Network
Radiation & Chemotherapy —includes Oral Therapy	In-Network; 15% Coinsurance after Deductible Non-Network; 25% Coinsurance after Deductible	Covered in-Full in-Network Non-Authorized Services; 90% Coinsurance after Deductible	Covered in-Full in-Network

**APPENDIX G
SUMMARY OF HEALTHCARE COVERAGE**

Diagnostic Services	In-Network; 15% Coinsurance after Deductible Non-Network; 25% Coinsurance after Deductible	Covered in Full in-Network	Covered in Full in-Network
Respiratory Therapy & Pulmonary Therapy	In-Network; 15% Coinsurance after Deductible Non-Network; 25% Coinsurance after Deductible	Covered in Full in-Network Non-Authorized Services; 80% Coinsurance after Deductible	Covered in Full in-Network
Dialysis Treatments	In-Network; 15% Coinsurance after Deductible Non-Network; 25% Coinsurance after Deductible	Covered in Full in-Network Non-Authorized Services; 80% Coinsurance after Deductible	Covered in Full in-Network
INPATIENT SERVICES			
Semi-Private Room and Board	Network; 15% Coinsurance after Deductible Non-network; 25% Coinsurance after Deductible	Covered in full in-Network Non-network; 20% Coinsurance after Deductible	Covered in full in-Network
Maternity Services	15% Coinsurance; after Deductible Non-network; 25% coinsurance after deductible	Covered in full in-Network Non-network; 20% Coinsurance after Deductible	Covered in Full in-Network

**APPENDIX G
SUMMARY OF HEALTH CARE COVERAGE**

Home-Care Services (Care must be non-custodial in nature and can not be for convenience)	In-Network; 15% Coinsurance after Deductible	Covered in Full in-Network	Covered in Full in Network
Hospice Services	In-Network; 15% Coinsurance after Deductible	Covered in Full in-Network	Covered in Full in Network
	Non-Network; 25% Coinsurance after Deductible	Non-Authorized Services; 50% Coinsurance after Deductible	
Skilled Nursing Facility	In-Network; 15% Coinsurance after Deductible	Covered in full in-Network 100-Days Per Benefit-Period	Covered in Full in Network
	Non-Network; 25% Coinsurance after Deductible	Non-network; 20% Coinsurance after Deductible	

ADDITIONAL SERVICES			
Ambulance — Air Ambulance if medically necessary	15% Coinsurance after Deductible	Covered in Full	Covered in Full
Durable Medical Equipment	15% Coinsurance after Deductible	Covered in Full	20% Coinsurance

**APPENDIX G
SUMMARY OF HEALTH CARE COVERAGE**

Human Organ Transplant	Covered in Full \$1,000,000 per-life time	Covered in Full \$1,000,000 per life-time	Covered in full in Network Unlimited
Initial Newborn Exam— Physician	15% Coinsurance after Deductible	Covered in full in Network Non-network; 20% Coinsurance after Deductible	Covered in full in Network

Private-Duty Nurse	15% Coinsurance after Deductible \$5,000 maximum per benefit period (Must demonstrate medical necessity)	Covered in full in Network Non-network; 20% Coinsurance after Deductible \$5,000 maximum per benefit period (Must demonstrate medical necessity)	Covered in full in Network Only available in conjunction with Home Health Care
---------------------------	---	--	---

APPENDIX G
SUMMARY OF HEALTH CARE COVERAGE

EMERGENCY CARE/URGENT CARE			
Hospital Emergency Room Physician Services	\$10 Co-Pay 15% Coinsurance after-Deductible; Non-network; 25% Coinsurance after-Deductible	Covered-in-full	Covered-in-full
Hospital Emergency Room Facility Charges	In-Network; 15% coinsurance after deductible;	Covered-in-full	Covered-in-full if admitted into hospital
Non- Emergency Use of Emergency Room	In-Network; 15% coinsurance after deductible Non-network; 25% coinsurance after deductible.	Covered-in-full	\$50-00- payment if not admitted into hospital
Urgent Care; Physician Services	\$10 Co-payment	\$10 Co-payment	\$25-00- payment
Urgent Care Facility Charges	Network; 15% Coinsurance after Deductible Non-network; 25% Coinsurance after-Deductible.	Non-network; 20% coinsurance after deductible	

**APPENDIX-G
SUMMARY OF HEALTH CARE COVERAGE**

MENTAL HEALTH AND SUBSTANCE ABUSE LIMITS AND MAXIMUMS APPLY			
Inpatient Care Mental Health/Substance Abuse	In-Network; 15% coinsurance after deductible	Covered in full in Network	Covered in full in Network
	Non-network; 25% coinsurance after deductible Limited to 31 days combined in or out of network Three admissions per lifetime	Non-network; 50% Coinsurance after Deductible Limited to 30 days combined in or out of network Three admissions per lifetime	Non-network; not covered Limited to 30 days Two admissions per lifetime
Outpatient Care Mental Health/Substance Abuse	In-Network; 15% coinsurance after deductible	Covered in full in Network	Covered in full in Network
	Non-network; 25% coinsurance after deductible Limited to 30 visits combined in or out of network	Non-network; 50% Coinsurance after Deductible Limited to 30 visits combined in or out of network	Non-network; not covered Limited to 50 visits

**APPENDIX-G
SUMMARY OF HEALTH CARE COVERAGE**

PRESCRIPTION DRUGS (INCLUDING ORAL CONTRACEPTIVES)		
Benefits	Co-pay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent-Age Limit	25; Removal-End-of-Calendar-Year	
Formulary-Retail Program with Oral Contraceptive Coverage^{1,2,3}		
Generic Co-pay	\$0	30
Formulary Co-pay	\$17	30
Non-Formulary Co-pay	\$35	30
Formulary-Retail Program with Oral Contraceptive Coverage—after 2nd retail fill of prescription drug		
Generic Co-pay	Not Covered	
Formulary Co-pay	Not Covered	
Non-Formulary Co-pay	Not Covered	
Formulary-Mail Order Program with Oral Contraceptive Coverage^{1,2,3}		
Generic Co-pay	\$0	90
Formulary Co-pay	\$25	90
Non-Formulary Co-pay	\$50	90

Note:—In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA-approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

Important Information for Diabetics: you may be able to obtain diabetic supplies at no cost to you by participating in MMO's Diabetic Advantage program. If you have questions about the program and/or wish to enroll, please call 1-800-861-4826.

¹Includes Rx Selections® Drug List. A list of drugs on the Rx Selections® formulary will be used.

²Diabetic Supplies, including over-the-counter items, as well as insulin, syringes and needles, glucose monitors and meters are covered. If insulin is purchased on the same day as supplies, then charge one co-pay. If insulin is not purchased on the same day as supplies, then each supply takes a separate co-pay including syringes.

³Alloy® Serum is covered. Fertility Drugs, Growth Hormones and Weight Loss Drugs are excluded.

⁴Mandatory Home-Delivery (Mail Order): When member chooses to fill a prescription, for a non-acute prescription drug, third time at a retail pharmacy within 180 days, it will not be covered.

APPENDIX G
SUMMARY OF HEALTH CARE COVERAGE

APPENDIX G
HEALTH INSURANCE BENEFITS

DEFINITIONS:

Contract Period and **Fiscal Year** are defined as the 12-month period July – June

Funding Level – The overall dollars needed to cover estimated health care expenses. The Funding Level will be converted to Funding Rates for the Contract Period:

Medical = the sum of the Expected Claims Liability, Fixed Costs and the midpoint between the Expected Claims Liability and Maximum Claims Liability.

Rx = Expected Claims Liability + (Expected Claims Liability x 15%) + Fixed Costs

Dental = Expected Claims Liability + (Expected Claims Liability x 15%) + Fixed Costs

Vision = Expected Claims Liability + (Expected Claims Liability x 15%) + Fixed Costs

Funding Rates are currently based on Single or Family. Effective with negotiated medical and prescription drug plan changes scheduled for implementation on September 1, 2012, that structure will change to Employee Only; Employee + One Dependent; and Family (Employee + two or more dependents).

Expected Claim Liability is determined by the stop loss carrier and/or Third Party Administrator (TPA) for the Contract Period.

Margin represents the difference between the Maximum Claim Liability (applies to medical only) and Expected Claims Liability. This amount is based on the Aggregate Stop Loss level of 125% and is calculated by multiplying Expected Claims Liability by 125%.

IBNR Reserves represent the funds necessary to cover claims Incurred But Not Reported. For purposes of this contract, IBNR Reserves = 2.5 months of Expected Claims. These are claims for which members have received services but the claims have not been paid or billed to the University.

Surplus represents amounts in the Health Care Fund exceeding IBNR Reserves + Margin.

Actual Costs = Paid Claims + Fixed Costs – Prescription Drug Rebates

Fixed Costs = Administrative Costs + Stop Loss Premiums

Funding Rates for the medical, prescription drug, dental and vision plans each July 1st will be determined using the formulas identified above to calculate Funding Level.

Effective with the proposed Plan changes, and future Contract Periods, the Funding Rates will be based on Employee Only; Employee + One Dependent; and Family (Employee + two or more dependents).

At the time the July 1st Funding Level is established, any amount in the Health Care Fund exceeding IBNR Reserves + Margin will be called Surplus. Only after the IBNR Reserve and Margin are fully funded, will Surplus be used to reduce the Funding Level.

If at the end of each Fiscal Year/Contract Period, the Funding Level exceeds the Actual Costs, the "excess" funds will be allocated to the Health Care Fund to establish adequate IBNR Reserve and/or Margin, until both are fully funded.

If, at the end of any Contract Period, the Funding Level was not adequate to cover Actual Costs, that "loss" would be carried over to the next Contract Period by adding the "loss" to the Funding Level calculation.

To reduce the Funding Level, the Health Care Advisory Committee (HCAC) may recommend some combination of changes in coverage, i.e. deductibles, coinsurance or copays. Funding Level changes on the effective date of any plan changes.

EMPLOYEE CONTRIBUTIONS:

Employees will contribute, via payroll deduction, an aggregate of 12% of the Funding Level in the first year of the contract (effective September 1, 2012); 15% in the second year (effective July 1, 2013); and 15% in the third year (effective July 1, 2014). In each year of the contract, once the Funding Rates are determined for the Employee Only; Employee + One Dependent; and Family (Employee + two or more dependents) contracts, the Employer and the Union will meet to identify the flat percentage of salary within the bargaining unit that is required for Funding Level to be reached in each year of the contract. Once both sides agree to the flat percentage, it will be implemented by the University. This will occur before September 1, 2012 and each July 1 of the contract thereafter. Notwithstanding the foregoing formula, employees shall pay no more or no less than the following percentages of the Funding Rates:

1. Effective September 1, 2012: Minimum 8%; Maximum 21%
2. Effective July 1, 2013: Minimum 11%; Maximum 21%

Example of Funding Level calculation for Medical: (NOTE: The amounts used in this calculation are illustrative only.)

Maximum Medical Claims Liability	=	\$12,500,000
Less Expected Medical Claims Liability	=	\$10,000,000
Margin	=	\$ 2,500,000
Midpoint	=	\$ 1,250,000
Fixed Costs	=	\$ 1,000,000
Then		
Expected Medical Claims Liability	=	\$10,000,000
Midpoint	=	\$ 1,250,000
Fixed Costs	=	\$ 1,000,000
Funding Level	=	\$12,250,000

Example of Funding Level calculation for Rx (also applies to Dental and Vision): (NOTE: The amounts used in this calculation are illustrative only.)

Expected Rx Claims Liability	=	\$2,000,000
+ 15% of Expected	=	\$ 300,000
Fixed Costs	=	\$ 10,000
Then		
Expected Rx Claims Liability	=	\$ 2,000,000

+ 15% of Expected
Fixed Costs
Funding Level

= \$ 300,000
= \$ 10,000
= \$ 2,310,000



Youngstown State University



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age	Up to Age 26 Removal upon End of Month	
Older Age Child	Ages 26 - 28 Removal upon End of Month (cost of coverage at the employee's expense)	
Pre-Existing Condition Waiting Period	Not Applicable	
Blood Print Deductible	0 pins	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Not Covered	
Benefit Period Deductible - Single/Family	\$250/\$500	\$425/\$950
Coinsurance	90%	70%
Coinsurance Limit - (Excluding Deductible) - Single/Family	\$925/\$1,725	\$2,000/\$4,000
Total Medical Out-of-Pocket Maximums - (Including Deductible) - Single/Family	\$1,175/\$2,225	\$2,425/\$4,950
Physician/Office Service		
Office Visit (Illness/Injury) ²	\$15 copay, then 100%	70% after deductible
Urgent Care Office Visit ³	\$15 copay, then 100%	70% after deductible
All Immunizations - Medically Necessary	90% after deductible	70% after deductible
Administration of H1N1	100%	
Preventive Services		
Preventive Services, in accordance with state and federal law ⁴	100%	70% after deductible
Routine Physical Exams (Age 21 and over)	100%	70% after deductible
Well Child Care Services Including Exams, Well Child Care Immunizations and Laboratory Tests (To age 21)	100%	70% after deductible
Routine X-rays, Labs and Medical Tests	100%	70% after deductible
Routine Otonoscopy	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine PSA Test	100%	70% after deductible
Routine Vision Exam (One per benefit period)	100%	70% after deductible
Routine Hearing Exam (One per benefit period)	100%	70% after deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical Therapy & Occupational Therapy - Facility and Professional	90% after deductible	70% after deductible
(40 visits combined per benefit period)		
Chiropractic Therapy - Professional Only	90% after deductible	70% after deductible
(12 visits per benefit period)		
Speech Therapy - Facility and Professional	90% after deductible	70% after deductible
(20 visits per benefit period)		
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room*	\$75 copay, then 100%	
Non-Emergency use of an Emergency Room	90% after deductible	70% after deductible

Youngstown State University - eff January 1, 2012 Non-Grandfathered 1st Health Network - SuperMed Plus / PPO

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity Services	90% after deductible	70% after deductible
Skilled Nursing Facility	90% after deductible	70% after deductible
Human Organ Transplants	90% after deductible	70% after deductible
Additional Services		
Allergy Testing	90% after deductible	70% after deductible
Allergy Treatments	90% after deductible	70% after deductible
Ambulance Services Includes Air	90% after deductible	70% after deductible
Durable Medical Equipment / Medical Supplies	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice Services	90% after deductible	70% after deductible
Private Duty Nursing - \$5,000 per benefit period limit	90% after deductible	70% after deductible
Mental Health and Substance Abuse - Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services		
Outpatient Mental Health and Substance Abuse Services		
	Benefits paid are based on corresponding medical benefits	

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits.

Deductible and coinsurance expenses incurred for services by a network provider will not apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.


In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

*Maximum family deductible. Member deductible is the same as single deductible.

²The office visit copay applies to the cost of the office visit only.

³Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

⁴Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

 Medical Mutual of Ohio <small>MEMBER OF THE MEDICAL MUTUAL GROUP</small>		Youngstown State University SuperMed09 Script 11 Prescription Drug Program	
Benefits	Capacity	Day Supply	
Benefit Period	January 1 st through December 31 st		
Dependent Age	Up to age 26 Removed upon End of Month		
Child Age Child	Age 20 - 28 Removed upon End of Month (cost of coverage at the employee's expense)		
SuperMed Script Retail Program with Oral Contraceptive Coverage - for the limited filling and up to one refill of a prescription drug			
Proton Pump Inhibitors (i.e., Prilosec OTC - Omeprazole)	30	30	
Generic Copayment	\$4	\$0	
Formulary Copayment	20% (\$30 max)	\$0	
Non-Formulary Copayment	20% (\$75 max)	\$0	
SuperMed Script Retail Program with Oral Contraceptive Coverage - after the second refill fill of a prescription drug			
Generic Copayment	Not Covered	Not Covered	
Formulary Copayment	Not Covered	Not Covered	
Non-Formulary Copayment	Not Covered	Not Covered	
SuperMed Script Home Delivery Program with Oral Contraceptive Coverage			
Generic Copayment	\$16	\$0	
Formulary Copayment	20% (\$30 max)	\$0	
Non-Formulary Copayment	20% (\$75 max)	\$0	

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an Independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives. Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

Important Information for Diabetics: You may be able to obtain diabetic supplies at no cost to you by participating in MMCO's Disease Management program. If you have questions about the program another wish to enroll, please call 1-800-961-4629

Coverage Management and Prior Authorization
Covered: Diabetic supplies, including over-the-counter items - health, syringes & needles, glucose monitors & meters.
Not Covered: Fertility Drugs, Growth Hormones and Weight Loss Drugs

SuperMed Script contains the following:
 -Generic Incentive: If the member or physician requests a Non-Formulary brand-name drug and a generic equivalent exists, the member pays the generic copayment PLUS the difference between the cost of the generic drug and the Non-Formulary brand-name drug regardless of any "expense as written/ONLY" indication by the physician or the member.
 -NOTE: The prescribing physician may submit a request to have the difference between the cost of the generic drug and the Non-Formulary brand-name drug waived due to medical necessity. If the request is approved, the difference will be waived and the Non-Formulary copayment will apply.
 -Home Delivery Incentive: When a member chooses to fill a prescription a total time at a retail pharmacy within 180 days, the prescription will not be covered.
 *Coverage includes Preventive Medications, in accordance with Federal Law.

**YSU-APAS
EMERGENCY SICK LEAVE BANK**

Application for Membership

TO: Chief Human Resources Officer

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

I have read ~~Article 7.3~~ Sections 7.11 and 7.11.1 of the YSU-APAS Agreement and the attached copy of the rules and regulations. I agree to voluntarily donate one (1) day of my accumulated and unused sick leave to the ESLB for this academic year. I understand that the donated day is not returnable. Further, I understand and agree that my decision cannot be rescinded or withdrawn.

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

Name (print): _____

Signature: _____ Date: _____

Job Title: _____

DEADLINE FOR SUBMISSION:
~~August 1, 2006~~ **within one month after**
becoming eligible for ESLB membership.

HUMAN RESOURCES' USE:

_____ P/A Master List (data file) record noted.

_____ Sick Leave Record sheet noted.

Initials: _____ Date: _____

APPENDIX I
YSU-APAS
EMERGENCY SICK LEAVE BANK

Application for Use of ESLB Days

TO: Chief Human Resources Officer

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

Estimated duration of leave: _____
Explanation of illness/injury: _____

NAME (printed): _____
Signature: _____ DATE: _____

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

TO: Chief Human Resources Officer

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

Signed (Chair, ESLB Committee): _____
Date: _____

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

APPENDIX J
YSU-APAS
STAFF PROFESSIONAL DEVELOPMENT APPLICATION

Name: _____

Department: _____

Date: _____

Staff Professional Development Opportunity: _____

Location: _____

Date(s): _____

Costs of Attendance

Fees: \$ _____

Travel: \$ _____

Meals: \$ _____

Lodging: \$ _____

Total Request: \$ _____

Requested By: _____ Date _____

Signature of Bargaining Unit Member

_____ Date _____

Signature of Immediate Supervisor

Approve

Disapprove

_____ Date _____

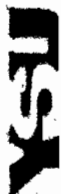
Signature of Account Authority

Approve

Disapprove

Amount Approved: \$ _____

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



EMPLOYEE AUTHORIZATION TO CHANGE PERSONAL DATA

PLEASE ENTER DATA CURRENTLY ON FILE

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

PLEASE CHECK ALL THAT APPLY

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

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

NEW INFORMATION (Provide only that which has changed)

NEW NAME (May require a legal document)

Salutation: Mr. Mrs. Ms. Dr.
 Last Name: _____
 First Name: _____
 Middle Name: _____
 Reason for Name Change: Marriage Divorce Legal Action
 Effective Date: _____

NEW ADDRESS and/or PHONE NUMBER

Street Address: _____
 Apt. #: _____
 City: _____
 State: _____
 Zip Code: _____
 Phone Number: Home () Cell ()
 Effective Date: _____

NEW EMERGENCY CONTACT

Name: _____
 Relationship: _____
 Complete Address: _____
 Phone: Home () Work () Cell ()

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

EMPLOYEE SIGNATURE _____

Signature (Required) _____ Date _____

FOR YSU USE ONLY _____

Date Received _____ By _____ Date Processed _____

TRUSTEESHIP COMMITTEE

**Resolution will be distributed at
meeting on Friday, July 27, 2012**