

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

Tod Administration Building
Monday, May 19, 2003

Pursuant to notice duly given, a regular meeting (the two hundred forty-second) of the Board of Trustees of Youngstown State University convened at 5:30 p.m., May 19, 2003 in the Board Room in Tod Administration Building.

Eight trustees were present at the meeting, to-wit: Mr. Joseph S. Nohra, chairperson of the board, who presided, Mrs. Eugenia C. Atkinson, Dr. Chander M. Kohli, Mr. Larry E. Esterly, Mr. F. W. Knecht III, Dr. H. S. Wang, Mr. John L. Pogue and Mr. Larry D. DeJane. Also present was student trustee Mr. Matthew Pastier. Absent was Mr. Charles B. Cushwa III.

Also present were: Dr. David C. Sweet, President; Mr. John L. Habat, Vice President - Administration, and 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.

The chairperson called the meeting to order.

ITEM I - PROOF OF NOTICE OF MEETING.

Evidence was available to establish that pursuant to Article II, Section 2, of the board's *Bylaws*; written notice of the call for 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 REGULAR MEETING HELD MARCH 21, 2003.

The chairperson stated that disposition of the minutes of the board's regular meeting held March 21, 2003 would be deferred until the next regular meeting of the board.

ITEM III - REPORT OF THE INTERNAL AFFAIRS COMMITTEE.

The board considered the following committee reports and recommendations:

1. Internal Affairs Committee.

The chairperson recognized Dr. Kohli, chairperson of the Internal Affairs Committee, who stated that the committee was recommending two resolutions for adoption by the board. On behalf of the committee, Dr. Kohli then moved for adoption of the following resolution:

Resolution to Ratify
The YSU/APAS Memorandum of Understanding

YR 2003-59

WHEREAS, Article 4.10 of the current collective bargaining *Agreement* between The Association of Professional/Administrative Staff (YSU APAS) and Youngstown State University called for a study of the existing pay grade system to determine whether it was adequate and/or equitable; and

WHEREAS, YSU APAS and the University, having discussed and mutually agreed, have hereby entered into a Memorandum of Understanding to amend the current *Agreement* to implement a new pay structure resulting from the 2002-2003 Salary Study; and

WHEREAS, pay ranges listed in the Salary Study will be effective July 1, 2002; and

WHEREAS, Board Policy 7020.01 (Compensation and Salary Studies) authorizes the President of the University to pursue the development of salary plans for all University groups to provide for comparable pay;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby ratify the Salary Study pay structure as listed in the Memorandum of Understanding, as shown in Exhibit A, dated April 15, 2003, for the remainder of the term of the YSU/YSU APAS *Agreement* - July 1, 2000, to June 30, 2003, and for the full term of the successor *Agreement*.

Following discussion, the motion received the affirmative vote of all trustees present. The chairperson declared the motion carried and the resolution adopted.

On behalf of the committee, Dr. Kohli then moved for adoption of the following resolution:

Resolution to Ratify
The Fraternal Order of Police,

Ohio Labor Council, Inc., Collective Bargaining Agreement

YR 2003-60

WHEREAS, the three-year collective bargaining *Agreement* between the Fraternal Order of Police, Ohio Labor Council, Inc., (F.O.P.) and Youngstown State University expired on March 31, 2003; and

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

WHEREAS, a tentative collective bargaining *Agreement* for the three-year period April 1, 2003, through March 31, 2006, has been reached between the F.O.P. and the University; and

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

WHEREAS, Board Policy 7020.01 (Compensation and Salary Studies) authorizes the President of the University to pursue the development of salary plans for all University groups to provide for comparable pay; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby ratify the collective bargaining *Agreement*, as shown in Exhibit B, between the F.O.P. and the University for the period April 1, 2003, through March 31, 2006.

Following discussion, the motion received the affirmative vote of all trustees present. The chairperson declared the motion carried and the resolution adopted.

ITEM IV - COMMUNICATIONS AND MEMORIALS

There were no communications or memorials considered by the board.

ITEM V - UNFINISHED BUSINESS

The board considered no unfinished business.

ITEM VI - NEW BUSINESS

The board considered no new business.

ITEM VII - TIME AND PLACE OF UPCOMING REGULAR MEETINGS

YR 2003-61

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

- 3:00 p.m. on Wednesday, June 25, 2003
- 3:00 p.m. on Wednesday, September 24, 2003
- 3:00 p.m. on Wednesday, December 17, 2003
- 3:00 p.m. on Friday, March 19, 2004
- 3:00 p.m. on Friday, June 18, 2004

ITEM VIII - ADJOURNMENT

Upon motion duly made and seconded, the meeting was duly adjourned by unanimous vote of the trustees at 5:37 p.m.

Chairperson

ATTEST:

Secretary to the Board of Trustees



April 15, 2003

Youngstown State University / One University Plaza / Youngstown, Ohio 44555-0001
Office of Human Resources
www.cc.ysu.edu/hr

MEMORANDUM OF UNDERSTANDING

REMAINDER OF THE TERM OF YSU/YSU APAS AGREEMENT - JULY 1, 2000 TO JUNE 30, 2003
AND FOR THE FULL TERM OF THE SUCCESSOR AGREEMENT

The Association of Professional/Administrative Staff (YSU APAS) and Youngstown State University (University), having discussed and mutually agreed, do hereby enter into this Memorandum of Understanding to amend the current *Agreement* to implement a new pay structure resulting from the 2002-2003 Salary Study as indicated in the attachment. Pay ranges will be effective July 1, 2002.*

Implementation of Salary Study Changes:

Salary Ranges: Effective March 20, 2003 and prorated to July 1, 2002, salaries of full-time 12-month positions in the bargaining unit shall be subject to the salary minima and maxima reflected in the Job Family Salary Ranges (as attached). Salaries of full-time 10-month positions in the bargaining unit shall be subject to salary minima and maxima that are 10/12 of the ranges (as attached). Salaries of full-time 9-month positions in the bargaining unit shall be subject to salary minima and maxima that are 9/12 of the ranges (as attached). Effective July 1, 2003 the minima, maxima, and midpoint of all salary ranges will be increased by the percentage of the fiscal year 2003-2004 annual increase up to 2.565%; no further range adjustment will be made for the full term of the successor Collective Bargaining *Agreement*.

Salary Adjustments: Minimum Adjustments -- Retroactive to July 1, 2002, the University will make 50% of each adjustment to minimum for bargaining unit members identified in the attachment. An additional 50% adjustment to reach the minimum established July 1, 2002 will be made July 1, 2003. Any such member will also be entitled to any remaining amount beyond the aforesaid 2.565% granted in the fiscal year 2003-2004 annual increase.

Compression Adjustments: Retroactive to July 1, 2002, the University will provide a one-time compression adjustment to the unadjusted base salary for bargaining unit members with 10 or more years of service as of that date. Rates are as follows: 10 or more years of service, but less than 15 years, 4% of July 1, 2002 salary; 15 or more years, but less than 20 years, 7% of July 1, 2002 salary; and 20 or more years, 12% of July 1, 2002 salary. In addition, a one-time non-base payment will be made as follows: 10 or more years of service, but less than 15 years, 3% of July 1, 2002 salary; 15 or more years, but less than 20 years, 4% of July 1, 2002 salary; 20 or more years, 5% of July 1, 2002 salary.

*For the purposes of this agreement, any adjustments are based upon the annual salary that existed prior to the implementation of this Memorandum of Understanding.

Reclassification Adjustments: Reclassification adjustments, retroactive to July 1, 2002, will be added to base salaries for the bargaining unit members whose positions were reclassified as a result of the Salary Study and as identified in the attachment.

No member shall be entitled to both Reclassification and Compression Adjustments, but may opt for the higher of the two.

Salary Grade Maximums: In the event that a bargaining unit member's annual salary reaches or exceeds the maximum established for its structure/grade assignment, such a member shall receive no further adjustments to base beyond the maximum. However, such a member shall be entitled to receive any negotiated across the board increase as non-base payment disbursed monthly as part of regular compensation.

Salary Study Appeals: If an employee disagrees with his/her placement and wishes to appeal, any salary adjustment that is called for in this MOU shall be held in escrow until the appeal process is completed. No appeal will result in a lower salary grade than set forth in the Salary Study. If the appeal results in a higher grade, the new salary will take effect July 1, 2003 and not be retroactive beyond such date. Appeals in conjunction with the Salary Study placement must be filed within 30 days of ratification by both parties. A standardized form will be provided for completion and submission. The Salary Study Task Force will review appeals. In the event a decision cannot be reached within that 6-member group, the Executive Director of Human Resources and Labor Relations will cast the deciding vote. The decision resulting from this process is final and binding; there is no further appeal and the decision is not grievable.

Adjustments to Existing Contract language:

**ARTICLE 4
SALARIES**

4.4: Initial Appointment of Full-Time Employees: An individual may be hired at an initial salary and Salary Range assignment appropriate to the position to ~~structure and grade~~ which he/she is appointed. The job posting shall include the anticipated initial salary range as well as 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 1993-94 APAS Equity Study, ~~2002-2003 Salary Study~~, as well as the salaries of other members of the bargaining unit serving in the same position(s). ~~structure and grade~~

4.5: Pay Grade Changes: A full-time member of the bargaining unit may make a request in writing to the Executive Director of Human Resources that his/her Pay Grade assignment be re-evaluated. If the Executive Director of Human Resources determines that a position will be moved to a higher Pay Grade, the bargaining unit member will receive a minimum five percent (5%) salary increase for each Pay Grade move upward.

4.6: Distinguished Service Program: Each year, up to six (6) full-time members 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. 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. Candidates for the Distinguished Service Award may nominate themselves or may be nominated by a YSU student, a YSU employee, or a YSU alumnus/alumnae. Such nominations shall be made on a form available in the Office of the Executive Director of Human Resources. Written justification for the nomination must be attached to the form. Recipients of the Distinguished Service Award shall receive \$1200; a stipend of \$600 and \$600 to be added to his/her base salary in the next contract year. The President of the University shall make an appropriate public announcement of the awards each year. There shall be no restriction on the number of times an individual may receive a Distinguished Service Award.

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

(The next two paragraphs were moved from end of Article 4.7)

No bargaining members will receive more than a one-time four percent (4%) ~~base~~ salary increase in addition to his/her ~~any~~ annual ~~three percent (3%)~~ increase during the term of this Agreement. Bargaining unit members who move up one Pay Grade must have served five (5) years in their new Pay Grade to be eligible for the midpoint benefit. ~~Bargaining unit members who have moved up more than one Pay Grade and began below the first quartile in their new Pay Grade must have served at least seven (7) years in their new Pay Grade before being eligible for the midpoint benefit.~~ ~~ten-year appraisal benefit~~

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

- A. Two (2) most recent Performance Evaluations;
 - 1) APAS member must receive at least a rating of "satisfactory" (S) in all job characteristics.
 - 2) Must receive a rating of "exceed requirements" (E) in at least three (3) segments of job characteristics. ~~Bargaining unit members who are reporting~~

~~to a new supervisor (in such supervisory position for less than six months) may elect to have their last three (3) evaluations considered in meeting this requirement.~~

Bargaining unit members applying for the ~~midpoint benefit~~ ~~ten-year appraisal benefit~~ who do not have two (2) performance evaluations utilizing the current performance evaluation form (see Appendix F) will utilize the criteria and evaluation form in the 1997-2000 Agreement.

- B. A bargaining unit member must have received at least one (1) Distinguished Service Award in ~~service years six (6) through ten (10).~~ ~~the most recent five (5) years of service, including application year.~~
- C. A bargaining unit member must have ~~taken the equivalent of at least eight (8) completed six (6) semester hours of course work (with C or better grade) or 90 classroom hours of training, seminars or continuing education courses during service years eight (8) through ten (10) the most recent five (5) years of service, including application year~~ and achieved a minimum of a grade of C in each course. ~~Courses All course work and/or classroom hours must have relevance to the bargaining unit member's job. The supervisor must affirm the relevance of the course work as part of the application for the benefit.~~ ~~responsibilities and agreed to in advance by the bargaining unit member and his/her supervisor. A bargaining unit member may request substitution of other work related professional development experiences of equal value for course work. Requests must be approved by the bargaining unit member's department head and the Executive Director of Human Resources. Additional professional development experiences may include Continuing Education programs and/or extensive seminars or workshops of relevance to a bargaining unit member's job duties. The bargaining unit member must provide a copy of a certification form for all courses taken. If the course does not have a certification form, the bargaining unit member will obtain a copy of a verification form as show in Attachment and have it signed by the instructor in charge.~~ The University is responsible for funding professional development experiences only to the extent of benefits in this Agreement.
- D. A bargaining unit member must have performed University or community service at least twice in ~~service years six (6) through ten (10).~~ ~~the most recent five (5) years of service, including application year.~~ At least one of the service components must be University service. Acceptable service components are:

- 1) Served on departmental, division, or University committee for a year or served as a member of the APAS collective bargaining team during at least one (1) of the previous two (2) negotiation sessions, or served at least two (2) years as an officer (President, Vice President, Secretary, Treasurer, Chief Grievance Officer,

~~UniServ Representative, NEA/OEA Representative) a member of the Executive Committee~~ of APAS during the past five (5) years.

- 2) Received a grant coordinated by the University Grants and Contracts Office within the past five (5) years.
- 3) Performed Community Service (must have served on one of the following):
 - Served on University/University Community partnership committee/team.
 - Served as an officer of a community board.
 - Served as a member of two (2) community boards in the past five (5) years.

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

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

~~If a bargaining unit member moves to a higher Pay Grade: He/she must serve five (5) years in the new Pay Grade before being eligible for the midpoint benefit. If he/she moves up more than one (1) Pay Grade and is below the first quartile in the new Pay Grade, he/she must serve at least seven (7) years in the new Pay Grade before becoming eligible for the midpoint benefit.~~

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

~~No bargaining members will receive more than a one time four percent (4%) salary increase in addition to his/her annual three percent (3%) increase during the term of this Agreement. Bargaining unit members who move up one Pay Grade must have served five (5) years in their new Pay Grade to~~

~~be eligible for the midpoint benefit. Bargaining unit members who have moved up more than one Pay Grade and began below the first quartile in their new Pay Grade must have served at least seven (7) years in their new Pay Grade before being eligible for the midpoint benefit.~~

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

4.9: 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).

~~**4.10: Pay Grade Study Committee:** The Association and the Administration shall form a joint committee to review the current pay grade system for members of the bargaining unit. The purpose of the review is to report and recommend to the President of the University and the President's Cabinet as to whether the current pay grade system provides adequate and equitable compensation for each member of the bargaining unit, and to study the criteria and rationale for placement into each pay grade. The committee will consist of three (3) members appointed by the President of the Association and three (3) members appointed by the Executive Vice President. The committee will be appointed no later than September 1, 2000 and their report and recommendations will be due no later than March 1, 2001. The parties agree that the negotiations teams will meet no later than June 30, 2001 to review the recommendations of the study committee and the Administration's response to the report and recommendations.~~

ARTICLE 9B CONTINUITY OF EMPLOYMENT

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

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

9B.3: Benefit and Eligibility: Bargaining unit members who achieve Continuity of Employment will, subject to the conditions in this article, reach the first quartile of their pay grade ~~receive a 3% base salary adjustment benefit following~~ no later than the completion of their fifth year of service. The initial year of service will count toward the first quartile benefit if the individual serves a minimum of three-fourths (3/4's) of the complete contract year, exclusive of extended sick leave and leave without pay. Other years of service shall be considered complete years of service provided the individual serves a minimum of three-fourths (3/4's) of the normal contract year, exclusive of extended sick leave and leave without pay. Eligibility for the first quartile benefit will be determined after annual raises have been added to salary at the conclusion of a bargaining unit member's fifth year of service. All full time staff salaries will be calculated on a twelve (12) month equivalent to determine eligibility for the first quartile benefit. Upon achieving Continuity of Employment and five (5) years service, current bargaining unit members will move to the first quartile of their Pay Grade, except no bargaining unit member will receive more than a one-time three percent (3%) salary increase in addition to his/her annual increase during the term of this Agreement. A bargaining unit member transferred into APAS from another University unit must serve at least five (5) years in APAS to be eligible for the first quartile benefit. A bargaining unit member who moves up one or more Pay Grades must serve at least five (5) years in his/her new grade to be eligible for the first quartile benefit. If a bargaining unit member is not awarded Continuity of Employment, his/her appointment will not be renewed for the following year.

9B.4: If a YSU employee becomes a member of the YSU APAS bargaining unit because the University determines that his/her position should be placed in the P/A staff, he/she will be given credit for up to two (2) years of service toward Continuity of Employment for related satisfactory University service. If an employee in an externally funded position becomes a member of the YSU APAS bargaining unit because the University decides to fund the position on a regular basis, the individual shall receive credit for up to two (2) years of service toward Continuity of Employment for related satisfactory service in the externally funded University position. Continuity of Employment creates no vested rights in any specific position, title or salary. Staff members holding Continuity of Employment may be separated in accordance with the provisions of Article 9A.2 and 9C of this Agreement. Service as a student employee shall not be credited to satisfy the requirements of this Article.

ARTICLE 11 WORKLOAD

11.1: Official Position Description: Within 30 days of initial appointment, transfer, promotion or reclassification, the University shall provide each bargaining unit member and APAS, a copy of his/her

official position description. The position description shall include the official date issued, pay grade, initials of reviewers, basic function and responsibility of the position, characteristic duties, supervision exercised, immediate supervisor, and minimum qualifications. Once a position description has been issued to a staff member, the University will consult with the staff member prior to revising the description and will not--without the concurrence of the staff member--add duties that are not related to the basic function and responsibility of the position.

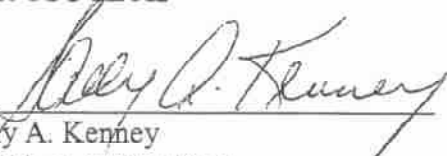
Position Audits: A bargaining unit member may request at any time, but not more than once per fiscal year, in writing to the Executive Director of Human Resources that his/her position description be audited for the purpose of determining if the position is in the proper pay grade. If, as a result of the audit, the University determines that a bargaining unit member has been assigned duties that would result in assignment to a higher pay grade, the University shall either assign the position to the appropriate pay grade or cease to assign the bargaining unit member that portion of the duties which caused the position to be assigned the higher pay grade. If the University ceases to assign the bargaining unit member that portion of his/her duties which do not properly fall within the current pay grade, the University will notify the bargaining unit member of the decision in writing. If the position is assigned a new pay grade, the effective date of the reclassification shall be no later than the beginning of the pay period immediately after the receipt of the written request for the audit by the Executive Director of Human Resources. The University will inform the bargaining unit member of the results of the audit within 90 days of the receipt of the request for audit. If unusual circumstances arise which prevent the completion of the audit within the time limit and the University has provided the bargaining unit member with a written explanation of the situation, the deadline for completion of the audit will be 120 days after receipt of the request.

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


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

Entered into this 15th day of April, 2003.

FOR YSU APAS


Sally A. Kenney
President, YSU APAS

FOR YOUNGSTOWN STATE UNIVERSITY


John Habat
Vice President for Administration

Youngstown State University

Job Family Based Salary Structures

Effective July 1, 2002

Structure	Grade	Minimum	Midpoint	Maximum
A	1	\$23,889	\$30,626	\$36,752
A	2	\$27,472	\$35,220	\$42,264
A	3	\$31,593	\$40,503	\$48,604
A	4	\$36,332	\$46,579	\$55,895
A	5	\$41,781	\$53,566	\$64,279
A	6	\$48,048	\$61,601	\$73,921
A	7	\$55,256	\$70,841	\$85,009
A	8	\$63,544	\$81,467	\$97,760
A	9	\$73,076	\$93,687	\$112,424
A	10	\$84,037	\$107,740	\$129,288
A	11	\$96,643	\$123,901	\$148,681
A	12	\$111,139	\$142,486	\$170,983
A	13	\$127,810	\$163,859	\$196,630
B	1	\$23,400	\$30,000	\$36,000
B	2	\$26,910	\$34,500	\$41,400
B	3	\$30,947	\$39,675	\$47,610
B	4	\$35,588	\$45,626	\$54,752
B	5	\$40,927	\$52,470	\$62,964
B	6	\$47,066	\$60,341	\$72,409
B	7	\$54,126	\$69,392	\$83,270
B	8	\$62,244	\$79,801	\$95,761
B	9	\$71,581	\$91,771	\$110,125
B	10	\$82,318	\$105,536	\$126,644
C	1	\$28,746	\$36,854	\$44,225
C	2	\$33,058	\$42,383	\$50,859
C	3	\$38,017	\$48,740	\$58,488
C	4	\$43,720	\$56,051	\$67,261
C	5	\$50,278	\$64,459	\$77,350
C	6	\$57,819	\$74,127	\$88,953
C	7	\$66,492	\$85,247	\$102,296
C	8	\$76,466	\$98,034	\$117,640

Youngstown State University

Job Family Based Salary Structures

Effective July 1, 2002

Structure	Grade	Minimum	Midpoint	Maximum
D	1	\$25,872	\$33,170	\$39,804
D	2	\$29,753	\$38,145	\$45,774
D	3	\$34,216	\$43,867	\$52,641
D	4	\$39,349	\$50,447	\$60,537
D	5	\$45,251	\$58,014	\$69,617
D	6	\$52,039	\$66,716	\$80,060
D	7	\$59,845	\$76,724	\$92,069
D	8	\$68,821	\$88,233	\$105,879
D	9	\$79,145	\$101,467	\$121,761
D	10	\$91,016	\$116,688	\$140,025
E	1	\$24,293	\$31,145	\$37,374
E	2	\$27,937	\$35,817	\$42,980
E	3	\$32,128	\$41,189	\$49,427
E	4	\$36,947	\$47,368	\$56,841
E	5	\$42,489	\$54,473	\$65,367
E	6	\$48,862	\$62,644	\$75,172
F	1	\$23,579	\$30,230	\$36,276
F	2	\$27,116	\$34,764	\$41,717
F	3	\$31,184	\$39,979	\$47,975
F	4	\$35,861	\$45,976	\$55,171
F	5	\$41,240	\$52,872	\$63,447
F	6	\$47,427	\$60,803	\$72,964
F	7	\$54,541	\$69,924	\$83,909
F	8	\$62,722	\$80,412	\$96,495
F	9	\$72,130	\$92,474	\$110,969

Youngstown State University

Job Family Based Salary Structures

Effective July 1, 2002

Structure	Grade	Minimum	Midpoint	Maximum
G	1	\$20,786	\$26,649	\$31,979
G	2	\$23,904	\$30,646	\$36,775
G	3	\$27,490	\$35,243	\$42,292
G	4	\$31,613	\$40,530	\$48,635
G	5	\$36,355	\$46,609	\$55,931
G	6	\$41,808	\$53,600	\$64,320
G	7	\$48,079	\$61,640	\$73,968
G	8	\$55,291	\$70,886	\$85,064
G	9	\$63,585	\$81,519	\$97,823
G	10	\$73,123	\$93,747	\$112,497
G	11	\$84,091	\$107,809	\$129,371
G	12	\$96,705	\$123,981	\$148,777
H	1	\$20,324	\$26,057	\$31,268
H	2	\$23,373	\$29,965	\$35,958
H	3	\$26,879	\$34,460	\$41,352
H	4	\$30,910	\$39,629	\$47,554
H	5	\$35,547	\$45,573	\$54,688
H	6	\$40,879	\$52,409	\$62,891
H	7	\$47,011	\$60,270	\$72,324
H	8	\$54,063	\$69,311	\$83,173
H	9	\$62,172	\$79,708	\$95,649
H	10	\$71,498	\$91,664	\$109,996
H	11	\$82,222	\$105,413	\$126,496
H	12	\$94,556	\$121,225	\$145,470
I	1	\$23,263	\$29,825	\$35,789
I	2	\$26,753	\$34,298	\$41,158
I	3	\$30,765	\$39,443	\$47,331
I	4	\$35,380	\$45,359	\$54,431
I	5	\$40,687	\$52,163	\$62,596
I	6	\$46,790	\$59,988	\$71,985
I	7	\$53,809	\$68,986	\$82,783

Youngstown State University

Job Family Based Salary Structures

Effective July 1, 2002

Structure	Grade	Minimum	Midpoint	Maximum
J	1	\$25,617	\$32,842	\$39,411
J	2	\$29,459	\$37,769	\$45,322
J	3	\$33,878	\$43,434	\$52,121
J	4	\$38,960	\$49,949	\$59,939
K	1	\$25,982	\$33,310	\$39,973
K	2	\$29,879	\$38,307	\$45,968
K	3	\$34,361	\$44,053	\$52,864
K	4	\$39,516	\$50,661	\$60,793
K	5	\$45,443	\$58,260	\$69,912
K	6	\$52,259	\$66,999	\$80,399
L	1	\$24,637	\$31,586	\$37,903
L	2	\$28,333	\$36,324	\$43,589
L	3	\$32,583	\$41,773	\$50,127
L	4	\$37,470	\$48,039	\$57,646
L	5	\$43,091	\$55,244	\$66,293
L	6	\$49,554	\$63,531	\$76,237
L	7	\$56,987	\$73,061	\$87,673
L	8	\$65,535	\$84,020	\$100,824
L	9	\$75,366	\$96,623	\$115,947
L	10	\$86,671	\$111,116	\$133,339
L	11	\$99,671	\$127,784	\$153,340
L	12	\$114,622	\$146,951	\$176,341
L	13	\$131,815	\$168,994	\$202,793
L	14	\$151,587	\$194,343	\$233,211
L	15	\$174,326	\$223,494	\$268,193

Youngstown State University

Job Family Based Salary Structures

Effective July 1, 2002

Structure	Grade	Minimum	Midpoint	Maximum
M	1	\$23,807	\$30,522	\$36,626
M	2	\$27,378	\$35,100	\$42,120
M	3	\$31,485	\$40,365	\$48,438
M	4	\$36,207	\$46,420	\$55,704
M	5	\$41,638	\$53,383	\$64,059
M	6	\$47,884	\$61,390	\$73,668
N	1	\$23,194	\$29,737	\$35,684
N	2	\$26,674	\$34,197	\$41,036
N	3	\$30,675	\$39,327	\$47,192
N	4	\$35,276	\$45,226	\$54,271
N	5	\$40,567	\$52,009	\$62,411
N	6	\$46,652	\$59,811	\$71,773
N	7	\$53,650	\$68,782	\$82,539
O	1	\$28,003	\$35,901	\$43,082
O	2	\$32,204	\$41,287	\$49,544
O	3	\$37,034	\$47,480	\$56,975
O	4	\$42,589	\$54,601	\$65,522
O	5	\$48,978	\$62,792	\$75,350
O	6	\$56,324	\$72,210	\$86,653
O	7	\$64,773	\$83,042	\$99,650
O	8	\$74,489	\$95,498	\$114,598
O	9	\$85,662	\$109,823	\$131,788

Name	Job Code	Job Title	Annualized Salary	Hours	Structure	Grade	New Min	Minimum	Midpoint	Maximum	50% of Below		Trial B	Lump Adj
											New Min Adj	Years in Job/Pay Gr		
							97.5%				2002-2003	12%	15+	5.00%
											7%	4%	10+	4.00%
											4%	10+	4%	3.00%
Dickey, Samuel W.	233	English Language Institute/English as a Second L	\$25,359	18	A	1	23,889	\$24,501	\$30,626	\$36,752				
Leckie, Joann M.	127	Assistant to Coordinator, Mathematics and Statist	\$24,620	20	A	1	23,889	\$24,501	\$30,626	\$36,752				
Smith, J. Michael	233	English Language Institute/English as a Second L	\$25,359	20	A	1	23,889	\$24,501	\$30,626	\$36,752				
Carney, Norma Jean	264	Metropolitan College Assistant	\$36,169	20	A	2	27,472	\$28,176	\$35,220	\$42,264				
Casey, Maureen	264	Metropolitan College Assistant	\$36,169	20	A	2	27,472	\$28,176	\$35,220	\$42,264				
Greene, Lenora	177	Coordinator, English Language Institute	\$27,654	29	A	2	27,472	\$28,176	\$35,220	\$42,264				
Shanks, Sharon L.	261	Planetarium Lecturer	\$36,255	40	A	2	27,472	\$28,176	\$35,220	\$42,264				
Clark, Gwenn V.	262	Professional Practice Program Coordinator	\$32,888	40	A	3	31,593	\$32,403	\$40,503	\$48,604				
Factor, Lori	184	Coordinator, Summer Festival of the Arts	\$31,520	20	A	3	31,593	\$32,403	\$40,503	\$48,604	18			
Goetz, Lori A.	183	Coordinator, Language Learning and Resource C	\$28,840	20	A	3	31,593	\$32,403	\$40,503	\$48,604	688			
North, Melvin L. Jr.	263	Program Developer	\$35,524	40	A	3	31,593	\$32,403	\$40,503	\$48,604		1,421		1,066
Shelton, Christine G.	168	Coordinator, External Relations for Williamson C	\$36,071	40	A	3	31,593	\$32,403	\$40,503	\$48,604				
Chioela, Robert	178	Coordinator, Mathematics Assistance Center	\$45,353	40	A	4	36,332	\$37,263	\$46,579	\$55,895				
Cosentino, Amy Lee	117	Assistant Director of Honors Program	\$43,942	40	A	4	36,332	\$37,263	\$46,579	\$55,895				
Ganofsky, Mary Ann	277	Social Work Internship Coordinator	\$43,709	40	A	4	36,332	\$37,263	\$46,579	\$55,895				
Mahan, Richard E.	102	Police Academy Coordinator	\$41,523	40	A	4	36,332	\$37,263	\$46,579	\$55,895				
Olive, James G.	249	Coordinator, Nursing Learning Resource	\$0	30	A	4	36,332	\$37,263	\$46,579	\$55,895	2,503			
Vacant (Teena)		Coordinator, Writing Laboratory	\$0	40	A	4	36,332	\$37,263	\$46,579	\$55,895				
Zander, Sherri D.	180	Coordinator, Writing Laboratory	\$46,461	40	A	4	36,332	\$37,263	\$46,579	\$55,895				
Nicholas, Martina L.	285	Maag Library Systems Manager	\$35,643	40	B	5	40,927	\$41,976	\$52,470	\$62,964	2,642			1,858
Vacant (Cala), Vacant	190	Photographer	\$36,451	40	C	1	28,746	\$29,484	\$36,854	\$44,225				1,094
Dimitrov, Mary R.	164	Development Associate	\$27,654	40	C	2	33,058	\$33,906	\$42,383	\$50,859	2,702			
Shade, Barbara	175	Coordinator, Recruitment Marketing	\$48,934	40	C	2	33,058	\$33,906	\$42,383	\$50,859				
Wolfgang, Wendy	123	Assistant Editor	\$29,514	40	C	2	33,058	\$33,906	\$42,383	\$50,859	1,772			
Grant, Michele D.	191	Development Officer, Annual Fund/WYSU-FM	\$36,700	34	C	3	38,017	\$38,992	\$48,740	\$58,488	560			
Engle, Jean	120	Assistant Director, Marketing and Communicatio	\$46,047	40	C	4	43,770	\$44,841	\$56,051	\$67,261				
Gallo, Timothy J.	279	Sports Information Editor	\$27,823	40	D	1	25,872	\$26,536	\$33,170	\$39,804				
Hall, James E.	109	Assistant Equipment Manager	\$30,596	40	D	1	25,872	\$26,536	\$33,170	\$39,804				
Lesko, Jennifer M.	112	Assistant Athletic Trainer	\$26,633	40	D	1	25,872	\$26,536	\$33,170	\$39,804				
Little, Crystal	129	Summer Camp Coordinator	\$27,394	20	D	1	25,872	\$26,536	\$33,170	\$39,804				
Morelli, Anthony	234	Assistant to the Head Trainer	\$41,905	40	D	3	34,216	\$35,094	\$43,867	\$52,641				
Caesee, Carmine	321	Equipment Manager	\$38,455	40	D	3	34,216	\$35,094	\$43,867	\$52,641				
Doneyko, John W.	108	Associate Athletic Trainer	\$28,107	15	E	1	24,293	\$24,916	\$31,145	\$37,374				
Carfalo, Susan	108	Athletic Advisor	\$31,262	18	E	1	24,293	\$24,916	\$31,145	\$37,374				
Samuels, Terry L.	101	Athletic Advisor	\$28,777	20	E	2	27,937	\$28,653	\$35,817	\$42,980				
Campbell, Lisa	174	Academic Advisor	\$25,350	17	E	2	27,937	\$28,653	\$35,817	\$42,980	550			
Clark, Dena Kimble	101	Coordinator, Professional Development	\$28,000	32	E	2	27,937	\$28,653	\$35,817	\$42,980				
Corey-Gustas, Trista	101	Academic Advisor	\$28,644	40	E	2	27,937	\$28,653	\$35,817	\$42,980				
Crouse, Brenda	101	Academic Advisor	\$28,644	40	E	2	27,937	\$28,653	\$35,817	\$42,980				

Name	Job Code	A/E	Job Title	Annualized Salary	Hours	Structure	Grade	New Min	New Min %	Minimum	Midpoint	Maximum	50% of Below New Min Adjust	Years in Job/Pay Gr	Compress Adjustment	One-time Cash Pay	Reclass Proposal
Hawthorne, Crystal	101	A	Academic Advisor	\$27,654	40	E	2	27,937	27.937	\$28,653	\$35,817	\$42,980	142	2.4	0		
Vacant (Collins,D.), Vacant	163	A	Coordinator Center for Student Progress	\$0	0	E	2	27,937	27.937	\$28,653	\$35,817	\$42,980		0.0	0		
Vacant (Jenkins), Vacant	101	A	Academic Advisor	\$0	0	E	2	27,937	27.937	\$28,653	\$35,817	\$42,980		0.0	0		
O'Brien, Marilyn A.	165	A	Sr. Athletic Advisor	\$32,717	33	E	3	32,128	32.128	\$32,951	\$41,189	\$49,427		4.8	0		2,699
Board, Jennifer	158	A	BS/MD Coordinator	\$30,900	40	E	4	36,947	36.947	\$37,894	\$47,368	\$56,841	3,023	1.8	0		
Cook, Carol A.	181	A	Coordinator, Career Services	\$43,991	40	E	4	36,947	36.947	\$37,894	\$47,368	\$56,841		17.7	2,310	3079*.75	1,760
Counryman, Marsha S.	292	A	Academic Advisor Senior	\$37,255	40	E	4	36,947	36.947	\$37,894	\$47,368	\$56,841		13.9	2,954	1,118	3,726
Gallagher, Joanne L.	181	A	Coordinator, Career Services	\$42,201	40	E	4	36,947	36.947	\$37,894	\$47,368	\$56,841		18.0	2,777	1,688	
Hritz, Diane D.	181	A	Coordinator, Career Services	\$39,665	40	E	4	36,947	36.947	\$37,894	\$47,368	\$56,841		15.5	2,777	1,587	
Ivan, Arlene	176	A	Coordinator, Teacher Certification	\$39,084	40	E	4	36,947	36.947	\$37,894	\$47,368	\$56,841		4.7	0		
Kenny, Sally A.	292	A	Academic Advisor Senior	\$41,851	40	E	4	36,947	36.947	\$37,894	\$47,368	\$56,841		16.6	0		4,185
Laine, Maria G.	292	A	Academic Advisor Senior	\$40,103	40	E	4	36,947	36.947	\$37,894	\$47,368	\$56,841		1.5	0		
Mears, Virginia	118	A	Academic Advisor Senior	\$37,672	40	E	4	36,947	36.947	\$37,894	\$47,368	\$56,841		8.0	0		3,767
Munroe, Mary Ellen	292	A	Assistant Director, Center for Student Progress	\$49,728	40	E	5	42,489	42.489	\$43,578	\$54,473	\$65,367	3,343	7.5	0		
Patrick, Harry E.	292	A	Health Professions Rep/Academic Advisor	\$28,999	40	E	4	36,947	36.947	\$37,894	\$47,368	\$56,841		23.0	5,967	2,486	
Savage, Jan	186	A	Academic Advisor Senior	\$48,913	40	E	4	36,947	36.947	\$37,894	\$47,368	\$56,841		14.4	1,820	1,365	
Vacant (Birnbaum), Vacant	292	A	Counselor/Coordinator Disability Services	\$49,818	40	E	4	36,947	36.947	\$37,894	\$47,368	\$56,841		27.0	5,870	2,446	
Weingart, Mary Lou	292	A	Academic Advisor Senior	\$0	0	E	4	36,947	36.947	\$37,894	\$47,368	\$56,841		1.0	0		
Fulton, Terry A.	100	A	Academic Administrator	\$30,261	40	E	4	36,947	36.947	\$37,894	\$47,368	\$56,841		8.0	0		
Mohr, Linda J.	172	A	Coordinator, MBA Programs	\$49,728	40	E	5	42,489	42.489	\$43,578	\$54,473	\$65,367		7.5	0		
Esperon, James P.	290	A	University Counseling Center Assistant Director	\$45,488	40	E	5	42,489	42.489	\$43,578	\$54,473	\$65,367		23.0	5,967	2,486	
White, Richard M.	265	A	Project Manager	\$57,405	40	E	6	48,862	48.862	\$50,115	\$62,644	\$75,172		5.7	0		
Skurich, Michael J.	280	A	Staff Architect	\$39,705	40	F	4	35,861	35.861	\$36,781	\$45,976	\$55,171		5.9	0		
Johnson, TaRita D.	242	A	Housing Coordinator	\$61,540	40	F	6	47,427	47.427	\$48,643	\$60,803	\$72,964		22.1	7,385	3,077	
Meyer, Harry	242	A	Housing Coordinator	\$27,110	40	G	1	20,786	20.786	\$21,319	\$26,649	\$31,979		1.0	0		
Straubal, Sara M.	242	A	Housing Coordinator	\$27,110	40	G	1	20,786	20.786	\$21,319	\$26,649	\$31,979		1.9	0		
Bouchahine, Laura A.	185	A	Undergraduate Admissions Representative	\$26,849	40	G	1	20,786	20.786	\$21,319	\$26,649	\$31,979		2.9	0		
Mastran-Czopir, Monica Lynn	185	A	Undergraduate Admissions Representative	\$29,333	15	G	2	23,904	23.904	\$24,517	\$30,646	\$36,775		0.8	0		
McClelland, Migdalia	185	A	Undergraduate Admissions Representative	\$27,110	32	G	2	23,904	23.904	\$24,517	\$30,646	\$36,775		0.8	0		
Ocasio-Quarles, Jo-Lein	185	A	Undergraduate Admissions Representative	\$28,484	40	G	2	23,904	23.904	\$24,517	\$30,646	\$36,775		4.9	0		
Williams, Patrick L.	237	A	Undergraduate Admissions Representative	\$27,110	40	G	2	23,904	23.904	\$24,517	\$30,646	\$36,775		1.5	0		
Wilson, Jamie L.	185	A	Undergraduate Admissions Representative	\$28,169	40	G	2	23,904	23.904	\$24,517	\$30,646	\$36,775		2.1	0		
Henning, Karen	169	A	Coordinator, Graduate Administrative Affairs	\$49,520	40	G	3	27,490	27.490	\$28,194	\$35,243	\$42,292		2.6	0		
Jones, Barbara L.	122	A	Assistant Director—Federal Programs	\$32,960	40	G	3	27,490	27.490	\$28,194	\$35,243	\$42,292		4.0	0		
Kent, Rosemary E.	325	A	Coordinator, Undergraduate Transfers	\$31,686	40	G	3	27,490	27.490	\$28,194	\$35,243	\$42,292		3.0	0		
Mika, Sharon A.	287	A	Financial Aid Counselor—Special Programs	\$29,257	40	G	3	27,490	27.490	\$28,194	\$35,243	\$42,292		1.2	0		
Sparacino, Denise	238	A	Financial Aid Counselor—Special Programs	\$0	0	G	3	27,490	27.490	\$28,194	\$35,243	\$42,292		5.1	0		
Vacant (Stanger), Vacant	287	A	Technology Recruitment Officer	\$0	0	G	3	27,490	27.490	\$28,194	\$35,243	\$42,292		3.7	0		
Womack, Claudette	237	A	Financial Aid Counselor—Federal Programs	\$27,110	40	G	3	27,490	27.490	\$28,194	\$35,243	\$42,292	190	0.0	0		
Gulas, Gregory M.	121	A	Assistant Director, Office of Student Activities	\$49,337	40	G	4	31,613	31.613	\$32,424	\$40,530	\$48,635		1.2	0		
Shen, Danielle L.	115	A	Assistant Director of Housing Services	\$33,000	40	G	5	36,355	36.355	\$37,287	\$46,609	\$55,931	1,677	2.0	0		

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AGREEMENT

between

YOUNGSTOWN STATE UNIVERSITY

and the

Fraternal Order of Police, Ohio Labor Council, Inc.

Effective

April 1, 2000 - **March 31, 2003**

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PREAMBLE

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

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

**ARTICLE 1
AGREEMENT AND RECOGNITION**

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

1.2: The University hereby recognizes the F.O.P. as the exclusive representative of the members of the bargaining unit defined in Article 2. "Exclusive recognition" is granted under the provisions of and in accordance with Ohio Revised Code 4117.

1.3: This Agreement is the sole and only Agreement between the parties.

1.4: Where this Agreement makes no specification about a matter, the University and the F.O.P. are subject to all applicable state or federal laws or ordinances pertaining to wages, hours, and terms and conditions of employment for public employees, as specified in Ohio Revised Code 4117.10.

NO CHANGES WERE MADE TO THE TABLE OF CONTENTS PAGE NUMBERS IN THIS DRAFT.

ARTICLE 2 SCOPE OF UNIT

- 2.1:** The bargaining unit shall include all regularly employed full-time members of the classified staff of the Youngstown State University Police Department who are classified as University Police Officer 1, University Police Officer 2, University Dispatcher 1, and University Dispatcher 2.
- 2.2:** A University Police Officer 1 patrols campus grounds and buildings and University property to protect lives and property; prevents crimes and enforces laws; investigates crimes; makes arrests; testifies in court; directs traffic; prepares reports; and performs other reasonably related duties as assigned.
- 2.3:** A University Police Officer 2, also known as "Sergeant," performs the duties specified above for a University Police Officer 1 and in addition may be assigned functional supervision over University Police Officers 1 and University Dispatchers, making assignments, training personnel, monitoring work performance, etc.; a University Police Officer 2 performs other reasonably related duties as assigned.
- 2.4:** A University Dispatcher 1 receives and transmits radio communications dispatching personnel and equipment; maintains attendance records; receives and records telephone calls; operates computer terminal receiving and transmitting messages; maintains communication log; and performs other reasonably related duties.
- 2.5:** A University Dispatcher 2 performs the duties specified above for a University Dispatcher 1 and in addition exercises functional supervision over University Dispatchers 1, making assignments, training personnel, monitoring work performance, etc.; a University Dispatcher 2 performs other reasonably related duties as assigned.
- 2.6:** Excluded from the bargaining unit shall be all unclassified (Professional/Administrative) staff members, all clerical and/or secretarial

personnel, all intermittent and/or part-time personnel, students serving as student assistants, and all supervisory staff classified as University Law Enforcement Supervisor, Criminal Investigator Supervisor, or higher.

- 2.7:** Also excluded from the bargaining unit shall be all employees of the University who are not defined as "public employees" under the provisions of Ohio Revised Code 4117 (Am. Sub. S.B. No. 133) as defined by said statute and by applicable rules, regulations, orders, and judicial interpretations issued, promulgated, and/or rendered during the term of this Agreement.
- 2.8:** Detailed descriptions of duties for each member of the bargaining unit appear on individual position descriptions maintained in official personnel files. The University may alter employees' position descriptions in compliance with Article 2.2 to 2.6. A bargaining unit member whose position description is changed will receive a copy of the new description at the same time it is placed in his/her personnel file. Said alterations are subject to the grievance procedure.
- 2.9:** If the University decides to create a new classification within the YSU Police Department, the parties will meet to discuss whether to include the new classification in the bargaining unit. If the parties are unable to resolve the issue of whether the new classification will be included in the bargaining unit, then the parties shall mutually submit a petition for amendment or clarification to the State Employment Relations Board for a final and binding unit determination within ten (10) days of their last meeting.

ARTICLE 3 TERM OF AGREEMENT

- 3.1:** This Agreement shall, following ratification by the parties, become effective at 12:01 a.m. on April 1, ~~2000~~ ~~2003~~ and shall remain in effect through 11:59 p.m. on March 31, ~~2003~~ ~~2006~~.
- 3.2:** Either party may notify the other that it desires to modify this Agreement or to negotiate a successor agreement in accordance with O.R.C. 4117.14(B) and SERB Rule 4117-9-02.

ARTICLE 4
PAY

4.1: Base Pay:

~~A. Effective with the pay period that includes April 1, 2003, Step 8 of the salary range for University Police Officer 2 will be increased by one-half of one percent (.5%). This increase will be in addition to the increase granted in Article 4.1B.~~

~~A.B. Effective with the pay period that includes April 1, 2000 2003, the base rate and subsequent steps for University Police Officer 2 and Dispatcher 2 will be increased by three and one-quarter percent (3.25%). The base rate and subsequent steps for University Police Officer 1 and Dispatcher 1 will be increased by three percent (3.00%). for University Police Officers 1 and 2 and Dispatchers 1 and 2 will be increased by three percent (3.00%).~~

~~B.C. Effective with the pay period that includes April 1, 2004 2004, the base rate and subsequent steps for University Police Officers 1 and 2 and Dispatchers 1 and 2 will be increased by three percent (3.00%).~~

~~C.D. Effective with the pay period that includes April 1, 2002 2005, the base rate and subsequent steps for University Police Officers 1 and 2 and Dispatchers 1 and 2 will be increased by three percent (3.00%).~~

4.2: New bargaining unit members will start at the first step of his/her pay range; however, the University reserves the right to start a newly hired bargaining unit member at a higher step, based on the bargaining unit member's previous experience, education and/or qualifications. Each member of the bargaining unit who successfully completes the probationary period shall at that time be advanced to the next step and shall thereafter advance to the next highest step on the anniversary of his/her last step increase. Each member of the bargaining unit who is promoted to a higher classification within the bargaining unit shall be paid at the lowest step in the higher pay range which provides him/her at least a four percent (4%) ~~seven percent (7%)~~ increase in base rate of pay.

4.3: Crime Prevention Officer: Prior to implementing the work scheduled bid process provided each six months in Article 14.3, the University will designate a bargaining unit member as the Crime Prevention Officer, subject to the following:

- A. Only bargaining unit members meeting the University specified standards will be considered for this position.
- B. This position will have a specific position description.
- C. A bargaining unit member assigned to this position will continue in grade (classification) and receive regular pay increases provided to other bargaining unit members, as appropriate.
- D. The Crime Prevention Officer will not be subject to the provisions of Article 14, ("Work Schedules"), and will work a flexible schedule, as determined by the Chief of YSU Police.
- E. The Crime Prevention Officer will not be placed on the regular overtime roster provided in Article 15, but he/she will be subject to call out and/or hold-over in emergency situations provided in Article 15-6 ~~15.7~~.
- F. The Crime Prevention Officer is not excluded from the Health and Safety provisions in Article 31.

4.4: Educational Increment: Each member of the bargaining unit who meets or has met specified standards of formal university or college training in police science or law enforcement administration or criminal justice, as approved by the University, shall receive an additional hourly pay increment as follows:

LEVEL OF
EDUCATION

HOURLY PAY
INCREMENT

- A. Completion with grades of C or better of 16 semester hours of courses for academic credit in law enforcement administration, police science or criminal justice.

B. Completion of a one-year certificate in Private Security/Public Safety.

25¢

C. Receipt of an associate degree for completion of an approved two-year program.

35¢

D. Receipt of a baccalaureate degree for completion of an approved four-year program.

60¢

Within thirty days following ratification of this Agreement, the University will provide all members of the bargaining unit with a list of courses offered by the Criminal Justice Department of the University which qualify for the requirement stipulated in Section A above. Each member of the bargaining unit who believes he/she is entitled to an hourly pay increment under the provisions of this article shall provide the University with an official copy of his/her college or university transcript as a necessary precondition to receiving the stipulated pay increment. Correspondence courses, credit for life experience or professional experience, and credit by examination shall not qualify for the Educational Increment. A bargaining unit member who has qualified or subsequently qualifies for more than one of the four levels of Educational Increment shall be paid only for the highest level achieved.

4.5: Shift differential: Each University Police Officer 1 and 2 (excluding Crime Prevention Officer) and University Dispatcher 1 and 2, who works from 3:00 p.m. to 7:00 a.m. will be paid a \$300 pay supplement for each semi-annual bid schedule. Officers and dispatchers whose bid schedule includes a split shift will be paid shift differential on a pro-rata basis. However, bargaining unit members receiving shift differential who are on leave status for greater than 20 (twenty) consecutive working days will not be paid the shift differential for the balance of the leave. Shift differential pay will be paid ~~at the end of~~ after six weeks upon completion of each bid schedule.

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

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

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

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

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

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

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

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

4.7: PERS Salary Reduction Pick-Up: The University will continue to implement a "Salary Reduction Pick-Up" in accordance with applicable rulings of the Internal Revenue Service and the Ohio Attorney General. This means the University will reduce the employee's salary by the amount of the employee contribution to PERS and will contribute that amount to PERS as an "employer

contribution" in lieu of the "employee contribution." In the event the "Salary Reduction Pick-Up" is subsequently found to be contrary to law or applicable regulations, the University will cease the "Salary Reduction Pick-Up," will cease the reduction of salary, and will have no residual obligation to members of the bargaining unit concerning the impact of cessation of the "Pick-Up" upon any employee's income tax liabilities at the state or federal level. The "Salary Reduction Pick-Up" shall apply to all pay received by members of the bargaining unit, and shall be a condition of employment for all members of the bargaining unit.

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

4.9: Enrollment Incentive: The University will provide an enrollment incentive supplement equivalent to that negotiated with the APAS bargaining unit.

ARTICLE 5 INSURANCE

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

5.2: During the period April 1, 2000 to August 15, 2003, the University agrees to maintain the existing benefits for all permanent full-time bargaining unit members as they are in effect March 31, 2000. The premium for all group insurance benefits for active employees will be paid by the University. Cost

sharing will be considered by the Health Care Advisory Task Force and the University and the Union as part of their deliberations for a new health care agreement in 2003, if the total costs of health care and insurances increase beyond the base of \$6,500,000 per year. During the term of this Agreement, the Health Care Advisory Task Force will consider retaining or modifying the existing annual cap of \$6,500,000 on health care and insurance. Effective January 1, 2003, and for the duration of this Agreement, members of the bargaining unit will have not less than three group health insurance plans from which to choose, with benefits under each plan equivalent to or better than those provided in the certificates that were in place as of January 1, 2002, except that the enhanced benefit levels attached hereto as Appendix I shall be provided. Members of the bargaining unit will annually have the right to enroll in one of the plans during the open enrollment period established by the University. During the term of this Agreement, the premium for all group insurance benefits for active employees will be paid by the University. Effective January 1, 2003, and for the duration of this Agreement and the successor 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. An Internal Revenue Code (IRC) Section 125 benefit plan is available to bargaining unit members. Eligibility for and use of this program shall be governed by IRC Section 125. There shall be no initiation or sign-up fees for employees selecting this benefit. Employee contributions under this plan will be made by payroll deduction. Monthly administrative charges for the Third Party Administrator (TPA) of the program shall also be paid by payroll deduction and shall not increase for the duration of this Agreement. Enrollment in IRC Section 125 plans requires participation from January 1 to December 31 of any year.

5.3: Catastrophe Benefits: Any member of the bargaining unit who is injured by gunshot, knife wound, severe beating, vehicular assault, or vehicular accident in pursuit of a suspect, and as a result is unable to perform his/her duties for a period of two months or longer, shall receive a lump sum payment of five thousand dollars (\$5,000). If a bargaining unit member dies from injuries from said incident within ninety (90) days, a payment of five thousand dollars (\$5,000) shall be made to the estate of the bargaining unit member. These provisions are subject to the following exceptions and limitations:

A. This provision shall not apply to any incident involving any gunshot, knife wound or vehicular assault or accident that is self-inflicted.

B. Any injured bargaining unit member is subject to the physical examination provided for in Article 21.9.

C. Only one payment of five thousand dollars (\$5,000) will be paid for each incident.

D. This benefit for severe beating, vehicular assault or vehicular accident shall apply only in cases in which the employee is hospitalized for forty-eight (48) hours or longer as a result of the incident.

In the event a bargaining unit member dies as a result of an incident described above, the University will pay to the bargaining unit member's estate an amount equal to the cash value of all accrued but unused sick leave as of the date of death, computed at the bargaining unit member's last hourly rate of pay.

5.4: Comprehensive Medical and Dental: Coverage for comprehensive medical and dental is outlined in Appendix I of this Agreement or in the subscriber certificate issued by Medical Mutual of Anthem Blue Cross/Blue Shield of Ohio.

5.5: Life Insurance: Subject to Section 5.6, the University will provide at no cost to the bargaining unit member, term life insurance in an amount equal to two and one half (2½) times the bargaining unit member's annual salary (hourly rate X 2080), subject to a cap of one hundred fifty thousand dollars (\$150,000).

5.6: Life Insurance: When a bargaining unit member attains age sixty (60), the amount of group term life insurance will be sixty-five percent (65%) of the amount determined pursuant to Section 5.5. Said amount shall be reduced by five percent (5%) decrements at each succeeding age, subject to a minimum amount of insurance equal to the bargaining unit member's current annual salary.

5.7: Prescription: The University will maintain a prescription drug program, subject to the following:

A. There shall be no co-payment by the employee for generic drugs; and

B. The employee co-payment for brand named drugs shall be the full cost or ten dollars (\$10), whichever is less.

In an effort to contain costs and maintain the highest level of benefits possible, the prescription drug program will be reviewed by the Health Care Advisory Task Force as indicated in 5.1. The HCATF's recommendations will be considered by the University and the Union in making any modifications to the prescription drug plan.

5.8: Retiree Life Insurance: Bargaining unit members who retire with ten (10) or more years of University service may maintain group term life insurance equal to the amount of insurance in effect as of the date of their retirement [rounded to the nearest multiple of one thousand dollars (\$1,000)] to a maximum of twenty-five thousand (\$25,000) by paying the University the cost of the insurance established by the carrier for persons in the retiree's age bracket. The rates paid by the retiree shall be actual rates by age group established by the carrier. Such policy for a retiree will not include accidental death and dismemberment insurance.

5.9: Alternative Coverage: A member of the bargaining unit may select a non-traditional health care program, if available, as an alternative to the group insurance program provided herein. The bargaining unit member may exercise the non-traditional option once per year by giving written notice to the University of his/her intentions no later than December 31. An individual who selects an alternative plan shall participate in that plan from January 1 through December 31. The selection of the alternate plan is irrevocable for that year. The University will continue the entire premium or subscription charges for the alternative program, provided that the amount shall not exceed what the University would have paid on behalf of the individual for group insurance had the individual not elected the alternative plan. If the premium or subscription charges for such alternative coverage exceed the group insurance cost, the individual bargaining unit member shall be responsible for payment of said excess amount. Participation in an alternative health care program shall have no bearing on the term life insurance, accidental death and dismemberment insurance, or the dental assistance plan, described in this Article.

5.10: Pre-Admission Certification/Concurrent Review: In order to assist bargaining unit members in the avoidance of medically unnecessary

hospitalization, the University shall maintain a program of Pre-Admission Certification/Concurrent Review, to be administered by the insurance company. Room and board costs for periods of hospitalization which do not conform to the insurance company standards of Pre-Admission Certification/Concurrent Review shall be covered at fifty percent (50%) of the regular coverage.

5.10: Long-Term Disability Benefit Policy: For the duration of this Agreement, the University will provide a group/long-term disability benefit plan to members of the bargaining unit who have not yet qualified for such coverage under PERS or a comparable state retirement fund, with coverage for such bargaining unit member to continue only until he/she becomes eligible for disability benefits under such state fund.

ARTICLE 6 GRIEVANCE PROCEDURE

6.1: Definition: The purpose of this Article is to set forth a prompt and equitable method for resolving disputes between the parties during the term of this Agreement. Under this Article, a member(s) of the bargaining unit or the F.O.P. may file a grievance in which he/she claims there has been a violation of this Agreement. Nothing in this Article is intended to discourage or prohibit informal discussion of a dispute prior to the filing of a formal grievance.

6.2: Procedure: A grievance is filed at Step 1 unless the parties agree that it is properly initiated at Step 2 or Step 3. A grievance is filed on the form which appears in Appendix E to this Agreement, after the grievant secures a grievance number from the Executive Director of Human Resources or his/her designee. A grievance must be filed within twenty (20) days of the event giving rise to the grievance, or within twenty (20) days after the grievant knew the facts which are the subject of his/her grievance. All reference to "days" in this Article are to calendar days. The time limits specified in this Article may be extended only by the mutual agreement of the parties. If the grievant fails to appeal a disposition of a grievance within the specified time limits, the grievance shall be considered settled on the basis of the last disposition by the University. If the University fails to reply within the specified time limit, the grievance shall automatically be advanced to the next level of the grievance and arbitration procedure.

6.3: Grievance Hearings: Each grievance hearing will be conducted by the designated administrator in an effort to determine what if any violation of this Agreement has occurred. Hearings will be attended by the grievant and by a representative(s) designated by the F.O.P. If a grievance hearing is held during the working hours of the grievant and/or one (1) F.O.P. representative, the grievant and/or the F.O.P. representative shall be paid for the time spent at the grievance hearing. However, within these limitations, the University will, to the extent feasible, seek to schedule hearings at convenient times.

6.4: Independent Grievances: An employee shall have the right at any time to present a grievance to the University, and to have such grievance adjusted without the intervention of the F.O.P. or F.O.P. representative, provided that the adjustment is consistent with the terms of the Agreement; and provided that the F.O.P. has been given the opportunity to have a representative present at such hearings and adjustments.

6.5: Class Action Grievances: When a group of two or more employees are eligible to file a grievance, the grievance may be filed on behalf of the affected employees by the Staff Representative of the F.O.P./O.I.C. Any such class action grievance shall include a list of employees that are covered by the grievance.

6.5.5: Step 1: Within twenty (20) days following an occurrence the grievant believes to be a violation of this Agreement, the grievant may formally file a grievance by securing a grievance number from the Executive Director of Human Resources or his/her designee, by completing a Grievance Form, and by submitting the completed form to the Director of the YSU Police, with a copy to the Executive Director of Human Resources, or his/her designee. Within ten (10) days after receiving the grievance, the Director will hold a grievance hearing, and within ten (10) days following the hearing he/she will complete a Grievance Disposition Form, distributing the original to the grievant and providing a copy to the F.O.P. Within ten (10) days following the receipt of the Director's Step 1 disposition, the grievant may appeal the disposition to Step 2 by completing and distributing a Grievance Disposition Reaction Form.

6.6: Step 2: Within ten (10) days following receipt of an appeal from a Step 1 disposition, the Executive Director of Administrative Services ~~Vice President for Administration~~ will either hold a grievance hearing or complete and distribute a Grievance Disposition Form, in the latter case providing the original to the grievant and a copy to the F.O.P. If the Executive Director of

Administrative Services Vice President for Administration holds a grievance hearing, he/she shall execute and distribute a Grievance Disposition Form within ten (10) days following the hearing. A hearing is required if the grievance is filed initially at Step 2. Within ten (10) days following receipt of the Executive Director of Administrative Services' Vice President for Administration's Step 2 disposition, the grievant may appeal the disposition to Step 3 by completing and distributing a Grievance Disposition Reaction Form.

6.8.8: Step 3: Within ten (10) days following receipt of an appeal from Step 2, the Executive Director of Human Resources or his/her designee shall either hold a grievance hearing or complete and distribute a Grievance Disposition Form, in the latter case, providing the original to the grievant and a copy to the F.O.P. If the Executive Director of Human Resources holds a grievance hearing, he/she shall complete and distribute a Grievance Disposition Form within ten (10) days following the hearing. A hearing is required if the grievance originates at Step 3.

6.8.9: Step 4: Within ten (10) days following receipt of the Executive Director of Human Resources Step 3 disposition, the grievant may appeal the disposition to Step 4 by completing a Grievance Disposition Reaction Form and hand-delivering it to the office of the Executive Director of Human Resources. The grievance will be advanced to binding arbitration if the F.O.P. supports the arbitration of the grievance by so advising the Executive Director of Human Resources, in writing, not later than thirty (30) days following the timely hand-delivering of the grievant's appeal to Step 4 to the office of the Executive Director of Human Resources.

6.9.10: Within ten (10) days after giving written notice that it supports the arbitration, the F.O.P. must request from the Federal Mediation and Conciliation Service a panel of seven (7) arbitrators from within a 300 mile radius of Youngstown, Ohio. If the parties are unable to agree upon which of those seven nominees shall serve as an arbitrator, then the arbitrator will be chosen by each party alternately striking names, beginning with the moving party, and the name remaining shall be the arbitrator. Either party shall have the option to completely reject one (1) panel of arbitrators provided by the FMCS and request another list. The hearing shall be conducted in accordance with the rules and regulations of the FMCS.

6.10.11: Arbitrability: The following matters are not arbitrable: the removal of a probationary employee, alleged violations of Article 12.1 ("Non-

Discrimination"), any matter subject to the jurisdiction of the Ohio State Personnel Board of Review, and any matter not directly relating to the meaning and application of the terms of this Agreement. If there is a question concerning arbitrability, either party may request that the arbitrator rule on the arbitrability of the grievance. If the arbitrator finds the grievance to be arbitrable, he/she shall proceed to hold a hearing on the merits of the grievance.

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

6.12.13: Costs: Arbitration hearings will be held on the University campus, in facilities provided at no cost by the University. The fees and expenses of the arbitrator shall be shared equally by the parties. Other expenses will be borne by the party incurring them.

6.13.14: A bargaining unit member requested to appear at an arbitration hearing by either party shall attend. If this occurs during his/her regularly scheduled shift, he/she shall be paid at the regular rate. Any request for the attendance of witnesses shall be made in good faith, and at no time shall more than five (5) bargaining unit members be present on behalf of and/or at the request of the F.O.P.

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

6.15.16: Other cases: The provisions of this article shall be available to the University to resolve disagreements with the F.O.P. concerning the terms of this Agreement, following the submission in writing to F.O.P. of the matter of disagreement and a meeting of the parties in lieu of the Step 3 hearing provided herein.

6.16.17: The parties intend that in accordance with the provisions of the Ohio Revised Code 4117.10(A), the Ohio State Personnel Board of Review shall have no jurisdiction during the term of this Agreement over any matter addressed by the provisions of this Agreement.

UNIVERSITY/F.O.P. RELATIONS AND RESPONSIBILITIES

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

7.2: Representatives of the University and the F.O.P. shall meet regularly at mutually convenient times to discuss informally matters of mutual concern. Either party may formally request that a specific topic be discussed, providing the request is made in writing a minimum of five (5) working days prior to the scheduled meeting. There shall be no obligation on the part of the University or the F.O.P. to renegotiate or reopen any provisions of this Agreement during any meeting with representatives of the other party.

7.3: Aggregate leave of up to four (4) days each year shall be granted to no more than two (2) duly elected delegates of the Youngstown State University Chapter of the F.O.P. to attend the F.O.P.'s conventions, functions, and meetings. This means one member of the bargaining unit at four (4) days, or two members of the bargaining unit at two (2) days. A minimum of thirty (30) days written notice shall be provided to the University prior to taking such leave. Leave for this purpose shall be paid leave and considered in active pay status.

7.4: Either party to this Agreement shall furnish the other, upon written request, information related to the negotiation or administration of the Agreement, provided such information is available and can be furnished at reasonable expense, such request allows reasonable time to assemble the information, and the party from whom the information is sought may determine the form in which such information is submitted. The Union will receive a

copy of the annual budget, agendas and minutes of the meetings of the Board of Trustees, quarterly report of the membership of the bargaining unit, quarterly and year-end financial reports, copies of all reports filed with the State Employment Relations Board at the time of filing and communications distributed generally to classified bargaining unit members of the University. F.O.P. will provide the University with copies of written communications distributed to the general membership of the bargaining unit. Each member of the bargaining unit will receive a report of his/her sick leave, compensatory time and vacation balance each pay period.

7.5: The University agrees to provide the Union with copies of such written work rules as are promulgated by the University in accordance with this Agreement. However, it is clearly understood by the parties that many situations are not at this time and never will be described in such written work rules. Bargaining unit employees will not be disciplined for action or conduct that is consistent with written work rules or policies.

7.6: The parties agree that physical violence, sexual or verbal harassment, and threats of physical violence are unacceptable in any relationship between employees of the University. Disputes concerning alleged verbal harassment may be grieved, but the grievance may not be appealed beyond step 3; this means that grievances of this nature may not be submitted to arbitration.

7.7: Any bargaining unit member who leaves the department will lose seniority in the bargaining unit on a time-for-time basis.

ARTICLE 8 RETAINED RIGHTS

The University retains all rights necessary to operate the University, except as those rights may be modified by the provisions of this Agreement. These retained rights include but are not necessarily limited to the general grant of authority specified in Ohio Revised Code 3356. These retained rights include but are not necessarily limited to those rights commonly known as management rights, which are delineated in Ohio Revised Code 4117 (Am. Sub. S.B. 133). These retained rights include but are not necessarily limited to the right to:

- A. Conduct and grade civil service examinations, rate candidates, establish eligibility lists; and make original appointments therefrom; or, alternatively, to post announcements for

positions to be filled by original appointment from among qualified applicants responding to the posting, and to make appointments from the pool of applicants;

- B. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- C. Direct, supervise, evaluate, or hire employees;
- D. Maintain and improve the efficiency and effectiveness of governmental operations;
- E. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- F. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- G. Determine the adequacy of the work force;
- H. Determine the overall mission of the employer as a unit of the government;
- I. Effectively manage the work force;
- J. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 9 F.O.P. RIGHTS

9.1: In addition to other rights and privileges accorded to the F.O.P. elsewhere in this Agreement, the F.O.P. shall have the rights specified in this article for activities related to the administration of this Agreement and the members of the bargaining unit defined herein.

9.2: Duly authorized representatives of the F.O.P. shall have access to the University premises for the purpose of transacting official F.O.P. business consistent with the Agreement, providing this shall not interfere with or disrupt the normal conduct of University affairs.

9.3: The F.O.P. shall be permitted reasonable use of University rooms for meetings on the same basis as other employee groups, e.g., the YSU-OEA.

9.4: The F.O.P. shall be permitted exclusive use of one (1) University bulletin board and one (1) storage locker in the YSU Police Department, and reasonable access to mailboxes and mail service for communication with members of the bargaining unit.

9.5: The F.O.P. shall have the right to utilize ~~Central Services~~ the University printing/reproduction services for the duplication of printed matter on the same basis as other employee organizations, provided the University is paid for such duplication. The F.O.P. shall have the use of a mailbox at the ~~Central Services Materials Management~~ Mail Room, at no cost to the F.O.P. These privileges shall be available only for activities directly related to F.O.P.'s role as exclusive representative. Abuse of these privileges shall be grounds for termination of the privileges.

9.6: Copies of this Agreement shall be printed at the University's expense and distributed to each member of the bargaining unit. The University shall provide the F.O.P. with an additional ~~thirty (30)~~ ten (10) copies. ~~The University and the F.O.P. will jointly post a copy of the Agreement on the Human Resources Web site.~~ The F.O.P. may purchase additional copies at the University's cost of production.

9.7: The University shall recognize four (4) Union stewards designated by the Union. Stewards shall be authorized to investigate grievances and to represent employees in grievance adjustments, as provided by Article 6 ("Grievance Procedure"). The Union shall inform the University in writing of those employees designated as stewards prior to the University's recognition of those persons as stewards. The Union will notify the University promptly of changes in the list of stewards.

9.8: Union stewards recognized in Article 9.7, shall be permitted up to one and one-half (1.5) steward-hours each week to investigate grievances during the paid working hours of the stewards. The one and one-half (1.5) hours shall

apply to all recognized stewards, that is, one (1) steward at one and one-half (1.5) hours or two (2) stewards at seventy-five hundredths (.75) hour, etc. The steward-hours, if unused in a given week(s), may accumulate to a maximum of five (5). The Union agrees that this time will be devoted exclusively to a good faith effort to resolve labor management problems arising from the provisions of this Agreement, and will not be abused. Advance permission must be granted by the steward's supervisor and by the chief steward or Union president prior to investigation of a grievance during paid hours. If a steward leaves his/her work area to investigate a grievance in another work area, the steward will also secure the permission of the supervisor in the grievant's area before talking to the grievant. The University agrees that permission to investigate a grievance will not be denied unreasonably. No individual steward may devote more than six (6) hours of paid time to grievance investigation during a given week without the permission of the University. The Union will advise the University in writing once each month of the activities of the Union stewards engaged in under the provisions of this section of the Agreement, specifying the amount of time spent by each recognized steward.

9.9: The Union shall be forwarded a copy of the following information within five (5) days of the employment of an employee new to the bargaining unit; name, home address, home phone, classification, area assigned, date and effective date of employment.

ARTICLE 10 DUES DEDUCTION

10.1: Upon receipt of written authorization of payroll deductions, the University will deduct from the first paycheck of each month F.O.P., Ohio Labor Council, Inc., dues and assessments in the amount specified by the F.O.P. from the paycheck of a bargaining unit member. Dues so deducted will be forwarded within thirty (30) days to the F.O.P. Ohio Labor Council, Inc., 222 E. Town Street, Columbus, Ohio 43215.

10.2: Upon proper individual authorization, the University shall administer the following payroll deductions each pay period:

- A. Up to two tax-exempt charitable organizations, including United Way;
- B. U.S. Government Savings Bonds;

C. Tax-sheltered annuities, Individual Retirement Accounts (IRA), and IRS approved 403(b) programs;

D. YSU Federal Associated School Employees Credit Union;

E. The YSU Annual Fund

A bargaining unit member may enroll in a tax-sheltered annuity program once a year.

10.3: The F.O.P. hereby agrees to hold the University harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the F.O.P. shall indemnify the University for any such liabilities or damages that may arise.

ARTICLE 11 FAIR SHARE FEE

11.1: Each member of the bargaining unit who is not a member of the F.O.P. shall, on the effective date of the Agreement or sixty (60) days after the effective date of appointment to a bargaining unit position, have a "fair share fee" deducted from his/her pay and forwarded to F.O.P. Ohio Labor Council, Inc. F.O.P. will annually certify to the University the amount of the fair share fee, which shall not exceed the amount of regular membership dues then currently being paid by members of the F.O.P.

11.2: This article is in all respects subject to O.R.C. Section 4117.09, including the rebate procedure and conscientious objector provisions thereunder.

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

ARTICLE 12 NON-DISCRIMINATION

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

12.2: The University and the Union agree that neither shall discriminate against any individual on the basis of membership or non-membership in the Union or on the basis of lawful participation or refraining from participation in the activities of the Union.

12.3: The parties agree that our society presently offers various sources of relief to persons found to have been victims of discrimination, such as the Ohio Civil Rights Commission, Equal Employment Opportunity Commission and the State Employment Relations Board. The parties further agree that any individual who believes that he/she has been unlawfully discriminated against, in violation of the provisions of this article, shall proceed to file a complaint with the University Affirmative Action Officer, or with other appropriate agency(ies), but that such complaints shall not be processed under the provisions of Article 6 ("Grievance Procedure") of this Agreement.

ARTICLE 13 HEADINGS

It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor affect any interpretation of any such Article.

ARTICLE 14 WORK SCHEDULES

14.1: Each member of the bargaining unit shall be afforded the opportunity to bid on a work schedule by departmental seniority by classification. The work schedule shall consist of eight (8) consecutive hours a day and forty (40)

hours a week, consisting of five (5) consecutive eight-hour days. The actual bidding process is outlined in Article 14.3.

14.2: Changes in employees' normal work schedules shall be posted in writing on a bulletin board in the department or work unit a minimum of seven (7) calendar days prior to the effective date of the change, except when earlier notification is mutually agreeable to the employee and the University, and except when changes are necessitated by emergency. The announcement shall specify the duration of the schedule change. Only the President, Executive Vice President, Executive Director of Administrative Services and the Director of YSU Police or his/her designee are authorized to declare that an emergency exists.

14.3: The work schedule each bargaining unit member works shall be determined by a bidding process as follows:

- A. Each job classification shall have separate bidding.
- B. Department seniority by classification will determine the sequence of who bids first, second, third, etc. The member who has the greatest classification seniority will have the first bid, the member who has the 2nd greatest classification seniority will bid 2nd, etc. This procedure will prevail down to the bargaining unit member with the least amount of classification seniority who will have the final bid.
- C. The "Bid Sheet" will be posted on the F.O.P. bulletin board a minimum of four (4) weeks prior to taking effect. Within one (1) week, each member will sign the sheet promptly next to the open slot he/she wishes to work.
- D. The work schedule shall be in effect for approximately six (6) months in accordance with the University Academic Calendar by Semesters.
- E. The "Bid Sheet" shall state the effective dates (Starting/Ending) Shift & Hours, Days Off. Each member shall receive a copy of the entire work schedule after it has been completed.

14.4: The University may reassign employees from one shift to another when the University determines such action is necessary. In making such

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

FOR THE FRATERNAL ORDER OF POLICE:

FOR THE YOUNGSTOWN STATE UNIVERSITY:

John R. Spencer
F.O.P. Associate

David C. Sweet
President

Chuck Wilson
F.O.P. Representative

Thomas Maraffa
Chief Negotiator

Michael A. Cretella

Richard Bevly

Douglas Pusateri

Hubert L. Chatman

Tim Varso

Gregory Clement

Susan M. Lewis

Steve Lucivjansky

15.7.8: A bargaining unit member who does not want to work regular, non-emergency overtime may waive his/her right to the rotational opportunity to work overtime established in this Article.

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

15.9.10: A bargaining unit member required to work continuously for more than sixteen (16) hours in accordance with Articles 14.8 and 15.6.7 shall be paid at two and one-half (2.5) times regular pay for each hour exceeding sixteen (16) hours.

ARTICLE 16 HOLIDAYS

16.1: The University shall observe those legal holidays established by the State of Ohio or the Government of the United States. Those holidays as of April 1, 1990 are: the first day in January, the third Monday in January, the third Monday in February, the last Monday in May, the fourth day of July, the first Monday in September, the second Monday in October, the eleventh day of November, the fourth Thursday in November, and the twenty-fifth day of December.

16.2: For purposes of pay, holidays shall be those days enumerated in Article 16.1 above, regardless of whether the University formally observes the holiday on that day or on another day. If an employee is not scheduled to work on a holiday, and has forty (40) hours in active pay status during the week in which the holiday falls, he/she shall be paid twelve (12) times his/her hourly rate of pay for the holiday on which he/she did not work. However, at the employee's option he/she may request the hours earned be added to the employee's total hours of Compensatory Time instead of receiving pay. The method used to determine which bargaining unit members work a holiday will be determined by the classification seniority of the persons scheduled to work each shift that holiday. The hours worked on a holiday will not be considered overtime and subsequently not be added to a bargaining unit member's total aggregate hours.

16.3: A member of the bargaining unit who is required to be on duty on a holiday observed by the University, as defined in Article 16.1, shall be paid an additional one and one-half (1.5) times his/her hourly rate of pay if the duty falls within his/her regular forty (40) hour work week. If a member of the bargaining unit is required to be on duty on December 25, and the University is not observing December 25 as a holiday, he/she shall be paid an additional one and one-half (1.5) times his/her hourly rate of pay for work on December 25. However, at the employee's option he/she may request the hours earned be added to the employee's total hours of Compensatory Time instead of pay. An employee who is scheduled to work on a holiday and reports off sick will be paid eight (8) hours at his/her regular rate of pay. The individual will not be charged sick leave.

ARTICLE 17 EVALUATIONS

17.1: An employee shall have his/her performance officially rated or evaluated by the Director of the YSU Police or his/her designee once during the first half of the probationary period, once during the second half of the probationary period, and at least once each year thereafter. The performance evaluation form to be used in evaluation appears as Appendix F to this Agreement.

17.2: When an evaluator has completed an evaluation, he/she will meet with the employee during working hours to review and discuss the evaluation; to answer questions concerning the evaluation and to clarify it; and to provide such information as is available and relevant to the evaluation. (If work records in the department are utilized in preparing the evaluation, the employee will have an opportunity to review those records.)

17.3: The employee shall sign the evaluation form. The employee's signature shall certify that he/she has reviewed the evaluation, but will not necessarily indicate agreement with it. The University will provide the employee with a copy of the evaluation at the time it is inserted in the official personnel file.

17.4: An employee who believes that the procedural requirements of this Article have not been met, or who believes that the information upon which an evaluation was based was improper (i.e., erroneous, incomplete, untimely, or

irrelevant), may file a grievance under the provisions of Article 6 ("Grievance Procedure"). If the adjustment of the grievance includes a determination that the evaluation was procedurally flawed or based upon improper information, the University will nullify the evaluation and direct that it be redone. If an employee disagrees with the judgment of the evaluator, the employee may 1) so note on the evaluation form; 2) so note, with comments in the "Employee's Comments" section of the form; and/or 3) forward to the Executive Director of Human Resources or his/her designee within thirty (30) days following the insertion of the evaluation into the personnel file, a written statement expressing disagreement with the evaluation. Comments forwarded to the Executive Director of Human Resources or his/her designee under this provision will be appended to the evaluation form in the personnel file.

ARTICLE 18 STANDARDS OF PROFICIENCY

18.1: Members of the bargaining unit who are sworn police officers shall meet and maintain reasonable standards of proficiency and fitness for office. The University will make a reasonable effort to assist sworn police officers in maintaining standards of proficiency.

18.2: The failure of a bargaining unit member to meet minimum standards in the areas listed herein shall be grounds for disciplinary action which may include: reduction of classification, transfer to another existing department in the University for which the individual possesses the qualification, or possible separation from the University.

18.3: Each sworn officer shall maintain certification by the Ohio Peace Officer Training Council in conformity with Ohio law.

18.4: Each sworn officer shall annually demonstrate his/her proficiency with the firearm he/she is directed to carry by meeting the standards provided in Appendix G, YSU/F.O.P. Standards of Proficiency: Firearms.

18.5: Each sworn officer may be required by the University to receive a physical examination from his/her personal physician. The employee's personal physician will complete and return to the University a medical form which appears as Appendix H to this Agreement. The form will be classified as "Confidential" and, if appropriate, will be made available to a health education

expert designated by the University who will consult with the officer and recommend a voluntary, individualized fitness program based on age, sex and present condition. The officer shall utilize his/her insurance plan from the University which provides for an annual examination to cover the cost of such exam. If any costs of the exam are not covered by the officer's insurance coverage, the expense will be paid by the University. If the University wishes to have its designated physician also conduct an examination of the officer, the University shall be responsible for the entire cost of such exam. The physical examinations will not include any testing for sexually transmitted diseases.

ARTICLE 19 PERSONNEL FILES

19.1: An official personnel file shall be maintained in the office of the Executive Director of Human Resources or his/her designee for each member of the bargaining unit. Personnel files are maintained and access provided to them in accordance with law, including Ohio Revised Code 1347 (the Ohio Privacy Act).

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

19.3: An employee who has reason to believe that there are inaccuracies in materials contained in his/her personnel file shall have the right to submit a memorandum to the Executive Director of Human Resources or his/her designee requesting that the documents in question be reviewed to determine their appropriateness in the personnel file.

19.4: The University shall promptly review requests received under the provisions of Article 19.3. If the University concludes that the material is inappropriate for retention in the employee's personnel file, the material shall be removed and the employee so informed. If the University concludes that the material is appropriate for retention in the file, the University shall so inform the employee; in this event the employee shall have the right to submit a written statement noting his/her objections to the material in question, and the Executive Director of Human Resources or his/her designee shall attach the employee's statement to the material objected to and shall include a note in the

personnel file indicating that any person reviewing the original material should also review the employee's objections to the material.

19.5: An employee shall be given by campus mail a copy of any document which is to be placed in his/her personnel file but which does not include as part of its normal distribution a copy to the individual, or which does not originate with the individual.

19.6: Materials related to disciplinary action shall be removed from the individual's personnel file upon his/her written request, providing ~~twenty-seven~~ **(27)** ~~thirty-six~~ **(36)** months have transpired since the insertion of the material into the employee's file without intervening occurrences of disciplinary action. Material removed under the provisions of this section will not subsequently be used in any disciplinary or termination hearings.

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

19.8: Unsuccessful bids for vacancies and "Regret Letters" shall not be placed in an employee's personnel file.

ARTICLE 20 VACATION

20.1: Each member of the bargaining unit earns annual vacation leave according to his/her number of years of service with the University or with any of the State of Ohio's political subdivisions as follows:

<u>YEARS OF SERVICE</u>	<u>ANNUAL ACCRUAL</u>
A. Less than 1	None
B. 1 but less than 7	10 days
C. 7 but less than 13	15 days
D. 13 but less than 22	20 days
E. 22 but less than 25	25 days
F. 25 or more	30 days

The accrual rates per bi-weekly pay period for the categories above shall be: 3.1 hours for Category B; 4.6 hours for Category C; 6.2 hours for Category D; 7.7 hours for Category E; and 9.2 hours for Category F. An employee must be in active pay status at least eighty (80) hours in a pay period in order to accrue the total designated vacation hours for that pay period. Vacation leave may accumulate to a maximum of that earned in three (3) years of service. Vacation in excess of this maximum is eliminated from the employee's vacation leave balance.

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

20.3: Employees going on vacation should submit a signed "Request for Leave" form two (2) weeks prior to the beginning of the vacation period. When a bargaining unit member is requesting vacation not previously approved, the University will respond to the request in a reasonable amount of time. A bargaining unit member who is hospitalized while on vacation may convert the period of hospitalization from vacation to sick leave by providing the University with documentation of hospitalization upon his/her return. If a member of his/her immediate family dies while a bargaining unit member is on vacation and if the bargaining unit member attends the funeral, up to five (5) days of vacation may be converted to sick leave by providing the University with documentation of the death in the family.

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

20.4: An employee going on vacation may be paid for the vacation period in advance of the regular payday on which he/she would normally be paid for the vacation period, providing the employee has submitted the request in writing on

a form to be provided by the University a minimum of fifteen (15) days prior to the effective date of the vacation. Advance vacation pay shall be available to an employee for a minimum period of one (1) week of vacation and only twice during any calendar year. The advance pay will be available to the employee at the Payroll Office at the end of the employee's last working day prior to going on vacation. The advance vacation pay will be deducted from the subsequent paycheck(s) on which the employee would have received pay for the vacation period if the employee had not chosen advance vacation pay.

20.5 ~~6~~: The department head shall establish a system whereby the employee(s) in the department shall have the opportunity ~~twice~~ each year to indicate the times they wish to be on vacation. ~~Absent unusual circumstances, the department will not change its system later than October 15 of any year for vacation scheduling in the following year. The department shall specify in writing those times in the year, if any, where it is desirable from an operational standpoint for staff to take vacation.~~ The system shall provide that the employee with greatest University seniority in a given job category classification seniority in the department shall have first choice of vacation time, the employee with the second greatest classification seniority shall have second choice, etc. ~~The deadline for vacation sign-up shall be November 15 for vacation to be scheduled for the next calendar year. The University will make a good faith effort to grant vacation requests for bargaining unit members who do not sign up prior to November 15 or who subsequently desire to change their scheduled vacation. Vacation sign-up shall be during the same time as bidding on work schedules for vacations to be scheduled during the next six (6) months. An employee who fails to indicate a vacation schedule when his/her turn based on seniority comes up, shall be granted vacation at a time acceptable to the University.~~ Vacation schedules may subsequently be changed when mutually agreed to by the employee and the department head.

20.6 ~~7~~: Once a department vacation schedule has been developed for the office, the schedule will be posted in the department.

20.7 ~~8~~: For members of the bargaining unit hired after April 1, 1990, only service at Youngstown State University shall be used in determining the rate of annual vacation accrual, and service with other Ohio public employers shall not count. The provisions of Article 20.7 ~~8~~ shall prevail over the provisions of Article 20.1 for such individuals.

ARTICLE 21 LEAVES

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

Definitions:

- A. Child -- biological, adopted, foster, stepchild, ward, or child of person standing in loco parentis who is under 23, or 23 or older if incapable of self-care due to disability.
- B. Eligible bargaining unit member -- a bargaining unit member with at least one year of service who has worked at least 1,250 hours in the previous twelve (12) months.
- C. Immediate family -- spouse, children, daughters-in-law, sons-in-law, grandchildren, parents, parents-in-law, grandparents, spouse's grandparents, brothers, sisters, brothers-in-law, sisters-in-law, legal guardian or any person who stands in place of a parent (in loco parentis).
- D. Parent -- biological or person in loco parentis when employee was a child.
- E. Domestic partner -- a person who, according to the employee's affidavit, has shared a committed, on-going domestic relationship with the employee for not less than the continuous preceding twelve (12) months. The University shall provide an appropriate form for, and shall maintain records of, said affidavit.
- F. Serious health condition -- an illness, injury, impairment or physical or mental condition that involves in-patient care in a hospital, hospice or residential medical care facility, or continuing treatment by a health care provider.

leave balance as possible, as a form of income protection during situations involving major health problems.

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

21.12: An employee who transfers from this department to another department of the University shall be allowed to transfer his/her accumulated sick leave to the new department.

21.13: A bargaining unit member appointed during the term of this Agreement who has been employed by the State of Ohio or any political subdivision of the State of Ohio within ten (10) years prior to the effective date of his/her appointment by the University, may transfer to the University up to 280 hours of accrued but unused sick leave upon certification of sick leave balance by his/her former employer.

21.14: **Sick Leave Bonus:** As of March 31 of each year this Agreement is in effect, each member of the bargaining unit who has served at the University the entire preceding twelve (12) months, and who has been absent on sick leave for sixteen (16) hours or less, during the preceding twelve-month period, shall be granted the following hours of compensatory time or vacation hours, in addition to the vacation to which he/she is entitled under the provisions of Article 20 ("Vacation"):

<u>ABSENCE ON SICK LEAVE</u>	<u>NUMBER OF HOURS OF ADDITIONAL VACATION OR COMPENSATORY TIME</u>
No absence	24
Eight hours or less	16
Sixteen hours or less	8

The employee must notify the University at the time the sick leave bonus is earned of his/her election to take the bonus as either compensatory time or additional vacation hours. The use of sick leave because of a death in the immediate family as defined in Article 21.1, will not be considered absence on sick leave for purposes of Article 21.14.

Leave Without Pay:

21.15: With the approval of the appointing authority, an eligible bargaining unit member may be granted leave without pay in the categories specified

below. Leave requests for leave without pay shall be submitted on a form provided by the University a minimum of one (1) month prior to the requested effective date of leave, or at the earliest feasible time. Serious consideration will be given to all requests. A bargaining unit member's seniority will continue to accrue while on all leaves in Article 21.15.

A. Personal: A bargaining unit member may request leave without pay for personal reasons for any period up to six (6) months.

B. Educational: A bargaining unit member who wishes to pursue formal education, training, or specialized experience which is related to his/her position in the YSU Police Department may be granted leave without pay for a period of up to two (2) years when the University concurs that the proposed leave activities will benefit the University as well as the employee. An employee on leave of this type may be returned to active pay status earlier than originally scheduled if the return is mutually acceptable to the University and the employee. The University may cancel the leave and direct the employee to return to active pay status if it is learned that the leave is not being used for the purpose for which it was granted: in this case the employee will be so notified in writing. Individuals granted leave under "Educational Leave" shall receive all of the fringe benefits granted to those not on leave.

C. Medical: A non-probationary bargaining unit member whose absence due to illness or injury exceeds his/her accrued sick leave may be granted medical leave without pay for up to six (6) months. If the University has medical evidence from its physician and/or the bargaining unit member's physician which indicates that the bargaining unit member is expected to be able to substantially and materially perform his/her duties by a specified date that is no later than one (1) year from the last day on the job, a request for an extension of medical leave without pay will be considered. While on this type of leave, all group insurance coverage will be provided by the University at no cost to the bargaining unit member.

Worker's Compensation: An eligible bargaining unit member who chooses to receive compensation from the Bureau of Worker's Compensation instead of using sick leave will be considered to be on a medical leave without pay as specified in Article 21.15 (C). Bargaining unit members governed by this section shall receive all of the fringe benefits granted to those not on leave. A bargaining unit member while on leave without pay for a Worker's Compensation claim may request a payout for all or a portion of his/her accumulated compensatory time. Requests for payout of compensatory time will be approved. A bargaining unit member upon returning to work from leave without pay for a Worker's Compensation claim, may request a cash payment for the period beginning when leave without pay commences and ending with the arrival of the first Worker's Compensation check. The payout may be charged to accumulated vacation time. The payout will be approved provided the bargaining unit member has sufficient vacation time to cover the cost of the payout.

E.

Child Care Leave:

1. **Biological Mother** - Once a bargaining unit member is certified by her physician to be medically capable of performing her regular duties, she will be entitled to leave without pay for a period not to exceed six (6) months for the purpose of child care.
2. **Biological Father** - In addition to the sick leave provisions in Article 21.1, a male bargaining unit member, upon the birth of his child, is entitled to leave without pay for a period not to exceed six (6) months for the purpose of child care.
3. **Adoptive Parents** - A bargaining unit member is entitled, upon the adoption of a child, to leave without pay for a period not to exceed six (6) months for the purpose of child care.
4. **Application for child care leave** shall be in writing to the Executive Director of Human Resources or his/her designee not later than thirty (30) days prior to the effective date for such leave, and such request shall state the anticipated

duration of the leave. In the case of an application for child care leave by an adoptive parent, this thirty (30) day requirement shall be waived. In the case of child care leave related to pregnancy, the request shall be accompanied by a statement from the attending physician giving the expected date of delivery.

5. During the period of child care leave, the bargaining unit member will be deemed to be relieved temporarily of his/her duties.
6. The University will maintain, at no cost to the bargaining unit member, all group insurance benefits while on this type of leave.

Other Leaves:

21.16 Training Leave: A bargaining unit member who is directed by the University to engage in specified training or education as a condition of continued employment shall be maintained in a regular pay status for the period of such actual training.

21.17: Legal Leave: Bargaining unit members shall be granted court or jury duty with pay when subpoenaed for any court or jury duty by the United States, State of Ohio, or a political subdivision including hearings held by Worker's Compensation, Unemployment Compensation and the State Personnel Board of Review, unless such duty is performed outside of the bargaining unit member's normal working hours. Evidence in the form of subpoena or other written notification shall be presented to the bargaining unit member's immediate supervisor as far in advance as possible. All compensation in excess of fifteen dollars (\$15) per day (excluding travel allowance) received from a court or other judicial or quasi-judicial body shall be deposited with the Youngstown State University Bursar's Office. However, no bargaining unit member will be paid when appearing in court for criminal or civil cases when the case is being heard in connection with the bargaining unit member's personal matters, such as traffic court, divorce proceedings, custody appearance(s) as directed with a juvenile, etc. These absences shall be leave without pay or vacation.

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

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

21.19: Disability Separation and Disability Retirement:

A. Disability Separation -- A bargaining unit member who has exhausted all forms for paid leave and who is not eligible, or whose eligibility has expired under 21.15C, may be disability separated in accordance with the provisions of the Ohio Revised Code.

B. Disability Retirement -- A bargaining unit member who is eligible may apply for disability retirement in accordance with the provisions of PERS.

21.20: Upon the request of the University, an employee on an approved leave, paid or unpaid, must turn in all badges, weapons, radio, keys and other University property for the duration of the leave.

EMPLOYEE DISCIPLINE AND EMPLOYEE RIGHTS

22.1: A member of the bargaining unit may be disciplined for just cause, which shall include but not be limited to incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, excessive unwarranted absenteeism, or any other act of misfeasance, malfeasance, or nonfeasance in office.

22.2: Corrective action is normally progressive in nature; that is, repetitions of causes for disciplinary action should lead to progressive responses of reprimand, suspension, and removal. It is expected that most cases will be disposed of by an informal verbal warning and/or attendance counseling without formal disciplinary action; such verbal warning or counseling may be documented, but shall not be recorded in the employee's official personnel file. However, the seriousness of certain offenses justifies severe initial disciplinary action, including removal. Reprimands shall be reduced in writing within a reasonable period of time, with copies provided to the employee and to the employee's official personnel file. All written reprimands shall be subject to the Grievance Procedure in Article 6, but may not be advanced beyond Step 3.

22.3: An employee who is suspended, reduced or removed shall receive written notification from the Executive Director of Human Resources or his/her designee stating the reason for the disciplinary action. Prior to the issuance of any suspension (except situations pending drug testing results as described in Article 22.5), reduction, or removal, the Executive Director of Human Resources or his/her designee will schedule a pre-disciplinary hearing, in accordance with Article 22.4, to discuss the reasons for the proposed disciplinary action, and to give the employee an opportunity to offer an explanation of the alleged misconduct. The employee shall have the choice of whether he/she wishes to appear at the hearing and present oral and/or written statements, whether or not he/she wishes to have a Union representative present and/or whether or not to have the Union representative present oral or written statements. Further, the employee may choose to waive in writing his/her right to have such a pre-disciplinary hearing. The parties agree that orders of suspension, reduction or removal shall be treated as confidential personnel matters between the University and the employee unless the employee wishes to consult the Union in the matter, in which case it shall be the sole responsibility of the employee involved to communicate with the Union. If the suspension, reduction, or removal is subsequently grieved, the Step 3 hearing will be optional; however, a Step 3 disposition will be issued in a timely manner.

22.4 Pre-Disciplinary Hearings: Prior to a pre-disciplinary hearing, the employee will be given written notification of the hearing date and specifications of the charges. The pre-disciplinary hearing will be conducted by a neutral hearing administrator appointed by the University. At the hearing, the hearing administrator will ask the employee or his/her representative to respond to the allegations of misconduct as contained in the written notice of the hearing. The employee may present testimony, witnesses, and/or documents on his/her behalf. The employee shall provide a list of witnesses and the name and occupation of his/her representative to the Executive Director of Human Resources or his/her designee as far in advance as possible, but no later than forty-eight (48) hours prior to the pre-disciplinary hearing. It is the employee's responsibility to notify his/her witnesses of the scheduled hearing. The employee and/or his/her representative will be permitted to ask questions of and cross-examine any witnesses.

Within ten (10) working days following the pre-disciplinary hearing, the hearing administrator will prepare a written report of his/her findings, and will provide a copy to the employee. The Executive Director of Human Resources will act on the hearing administrator's recommendation within ten (10) working days of receipt of the recommendation. The process of the pre-disciplinary hearing and notification of discipline, if any, will be completed within thirty (30) calendar days from the day the employee is served the notice of hearing. This thirty (30) day period may be waived mutually by the University and the employee.

22.5: Drug Testing Program:

- A. The University and the F.O.P. have a mutual interest in promoting the treatment and rehabilitation of employees involved in the illegal use of drugs or the abuse of alcohol. A drug testing program serves to promote the parties' interest in a drug-free workplace.
- B. A member of the bargaining unit may be required to submit to a test to determine the illegal use of drugs or to determine that the employee is under the influence of alcohol while on duty.

Requiring an employee to submit to such a test must be based on a reasonable suspicion that the employee has been using

any drug or narcotic or alcohol and that this use may present a risk to his/her safety or that of fellow employees or the public. A supervisor who orders a drug test when there is a reasonable suspicion of the use of any drug, narcotic or alcohol shall forward a report containing the facts and circumstances directly to the Director of the YSU Police. The employee shall be verbally advised of the reasonable suspicion at the time of the test and receive a written statement of the same reasonable suspicion within twenty-four (24) hours of the test.

Test results reporting a presence of alcohol, illegal drugs, or narcotics, or the use of prescription drugs without a prescription, or the abuse of any over-the-counter drugs will be submitted to the Director of the YSU Police for further action.

An employee who submits to a test will be suspended pending receipt of test results. If the test results indicate that he/she was not under the influence of alcohol or illegal drugs, the employee shall be paid for the time he/she was suspended, and no record of the suspension will be maintained in the employee's personnel file. An employee who has a confirmed, positive drug or alcohol test will be subject to disciplinary action. If the employee agrees to enter and successfully complete a rehabilitation program, the disciplinary action will not exceed thirty (30) calendar days for the first offense. Thereafter, for a period of two (2) years, the employee will be subject to random drug testing.

22.6: If a bargaining unit member is to be questioned orally concerning possible disciplinary action by the Director of the YSU Police or another University administrator, the employee shall be advised in advance the general nature and reason for the questioning and that he/she has the right to be accompanied by a representative(s) of his/her choice, who may be an F.O.P. representative. Such meetings will be scheduled immediately before or after the employee's work shift, or during the employee's work shift, to the extent such scheduling is feasible. The employee will be in active pay status during such meetings.

22.7: A bargaining unit member who is involved in a departmental investigation may be required to submit to a polygraph examination. Relevant questions asked in a polygraph must be narrow and specific in scope dealing only with the matter being investigated. When a bargaining unit member is required to submit to a polygraph, the information developed from the results may only be used for administrative purposes and shall not be used for any subsequent criminal proceedings. A bargaining unit member may not refuse to submit to a polygraph examination under the circumstances listed above. If the request for the polygraph results from an accusation made by another bargaining unit member(s), the bargaining unit member required to take the polygraph may request that his/her accuser(s) also submit to a polygraph examination. Such requests will be granted. Polygraph examinations may not be given by employees of the YSU Police Department, the Executive Director of Administrative Services, Executive Vice President the Vice President for Administration or any members of the Human Resources Department.

22.8: Suspensions and removals of non-probationary employees shall be subject to the provisions of Article 6 ("Grievance Procedure"). However, suspensions for more than three (3) days and removals shall not be appealable to the State Personnel Board of Review of Ohio.

22.9: If agreeable to the University, a member of the bargaining unit who is suspended shall have the option of serving the suspension or having the hours of suspension deducted from his/her accumulated total of vacation or compensatory hours.

22.10: The refusal of a bargaining unit member to answer questions in connection with a matter involving employee discipline shall not be cause for disciplinary action against the bargaining unit member unless he/she has been so advised of the fact.

ARTICLE 23 UNIFORMS AND EQUIPMENT

23.1: Each member of the bargaining unit, who at the direction of the University goes armed on duty, shall be issued a standard semiautomatic duty weapon and ammunition at no cost to the bargaining unit member. Any other weapon an officer wishes to carry during a non-uniformed duty assignment

must first be approved by the Director of YSU Police. The approved weapon will only be carried providing the officer has qualified with the weapon.

23.2: Each member of the bargaining unit who at the direction of the University wears a uniform while performing his/her duties shall receive an initial uniform allowance of six hundred and twenty dollars (\$620) at the time he/she is appointed or is directed by the University to wear a uniform while on duty. If an employee resigns or is separated from the University less than one year following his/her initial appointment, he/she shall reimburse the University on a prorated basis for the cash value of the initial uniform allowance. Each member of the bargaining unit who serves longer than one year and who is in work status not less than fifty percent (50%) of the preceding fiscal year shall receive an annual uniform and maintenance allowance of six hundred and twenty dollars (\$620) eight hundred dollars (\$800) which will be paid during the month of July.

23.3: If the University changes the required uniform during the term of this Agreement, each member of the bargaining unit who is required to purchase the new uniform shall receive an additional initial uniform allowance of five hundred dollars (\$500).

23.4: Uniform patches shall be worn on both sleeves of the members' shirts, sweaters, jackets and coats.

23.5: Each member of the bargaining unit who at the direction of the University wears a uniform while performing his/her duties shall conform to all reasonable grooming and appearance standards established by the University.

23.6: The University will maintain a standard operating procedure permitting members of the bargaining unit to wear specified black leather police coats and black police rain coats. Members of the bargaining unit are required to wear a bullet-proof vest that meets specifications established by the YSU Police Department. The University will purchase the vest. When currently provided vests are replaced, bargaining unit members may choose a vest other than the one specified by the YSU Police Department as long as it meets the specifications established by the department. The Director of the YSU Police Department will be responsible for determining if alternate vests meet departmental specifications. The University will pay for the actual cost of an approved alternate vest up to the cost of the vest specified by the YSU Police

Department. Any amount above the cost of the departmental vest will be paid by the bargaining unit member.

ARTICLE 24 LAYOFF AND RECALL

24.1: Whenever the University determines a reduction in the work force is necessary, the University shall determine the classification or classifications in which the layoff or layoffs will occur and the numbers of employees to be laid off within each classification.

24.2: Layoffs shall be based upon date of appointment in the classification beginning with the employees with the most recent date of full-time appointment in the classification in which the layoffs are occurring. Each employee's official personnel file in the office of Human Resources shall be the sole basis for determining his/her appointment dates.

24.3: If a University Police Officer 2 or a University Dispatcher 2 is to be laid off, he/she may bump respectively a University Police Officer 1 or a University Dispatcher 1 if he/she has served at the University in the lower classification and he/she was appointed to the lower classification at the University prior to a member of the bargaining unit who at the time of layoff is serving in the lower classification.

24.4: The University agrees that before any bargaining unit members are laid off under this Article, all students and intermittent employees employed by the YSU Police Department to perform the same or similar duties of bargaining unit members shall be laid off first. Additionally, the YSU Police Department shall not employ said students or intermittent employees while bargaining unit members are laid off.

24.5: On the next pay day following an employee's effective date of layoff, he/she can be paid regular and overtime pay due, compensatory time due and accrued and unused vacation time.

24.6: The office of Human Resources shall notify each employee of his/her layoff and, if available, displacement rights, at least thirty (30) days prior to the effective date of his/her layoff.

24.7: The office of Human Resources will prepare and have available for inspection a list of laid-off employees who are available for recall in each classification involving layoffs. The list will be arranged in descending order with the laid-off employee with the earliest date of full-time appointment beginning the list. Employees will be recalled in a descending order from the list beginning with the employee with the earliest date of full-time appointment. The list for each laid-off classification shall be active for thirty-six (36) months.

24.8: The University will not hire new employees to perform bargaining unit duties while one or more employees who performed their duties previously are in active layoff status.

ARTICLE 25 SEPARATION

25.1: Resignations: Employees who resign shall sign and submit a Record of Separation form to the Executive Director of Human Resources or his/her designee at least two (2) weeks prior to the effective date of resignation. Employees will make a reasonable effort to provide the University an earlier notice of intent to resign whenever possible. A Record of Separation, once submitted by the employee and accepted by the University, shall be irrevocable except by mutual agreement between the University and the employee.

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

25.3: An employee on disability separation shall retain for thirty-six (36) months the right to reinstatement to employment at the University in the classification he/she held at the time of separation, providing he/she is able to perform the duties of the position. If the individual is able to return to work and the University no longer has a position in the classification in which the individual served at the time of his/her separation, the University will reinstate the individual in a similar position, if one is available, in a classification for which the individual meets the established qualifications, and provided such

reinstatement does not conflict with the provisions of any collective bargaining agreement entered into by the University.

25.4: Requests for reinstatement from disability separation shall be submitted in writing to the office of Human Resources no later than thirty-six (36) months from the effective date of the disability separation. The University will arrange for its designated physician to examine the employee to determine if the employee is medically capable of performing all the duties of the employee's position. The cost of the examination shall be paid by the University. The University will consider any medical information provided by the employee's physician, provided the employee has taken any action required to release or provide such information.

25.5: A bargaining unit member who severs employment with the University for any reason shall be paid in full for all unused vacation time and compensatory time at the current hourly rate of pay.

ARTICLE 26 RETIREMENT

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

26.2: A bargaining unit member who retires shall be entitled for an unlimited period of time, on the same basis as bargaining unit members, to use of the library, Bookstore discount, tickets for University functions, use of Beeghly Center and other recreational facilities. Retired bargaining unit members will be eligible to purchase a faculty/staff parking permit annually for one-fourth the annual parking fee established by the University. Retirees, their spouses and dependent children until they reach the end of the academic year of age ~~twenty-four~~(~~24~~) ~~twenty-five~~(~~25~~) shall be eligible for remission of all instructional fees and general fees. (See Article 32). Retirees who retire with ten (10) or more years of University service may maintain group term life insurance equal to the amount of insurance in effect as of the date of their retirement [rounded to the nearest multiple of one thousand dollars (\$1,000)] to a maximum of twenty-five thousand dollars (\$25,000) by paying the University the cost of the insurance established by the carrier for persons in the retiree's age bracket.

26.3: If a member of the bargaining unit dies, his/her unmarried spouse and dependent children until they reach the end of the academic year of age ~~twenty-four~~(~~24~~) ~~twenty-five~~(~~25~~) shall remain entitled to the benefits specified in Article 26.2 above.

26.4: **Sick Leave Conversion:** A bargaining unit member who retires with ten (10) or more years of full-time University service is entitled to conversion to cash payment of part of his/her accrued but unused sick leave. Payment is based upon the employee's hourly rate of pay at the date of retirement. The retiring employee shall receive payment for twenty-five percent (25%) of the first five hundred (500) hours (or portion thereof) of accrued but unused sick leave; forty percent (40%) of the second five hundred (500) hours (or portion thereof); and fifty percent (50%) of the third five hundred (500) hours (or portion thereof). All accrued sick leave shall be eliminated from an employee's record upon sick leave conversion. Such payment shall be made only once to an individual. Sick leave conversion does not apply to separation or termination other than retirement. "Retirement" as used in this section refers to retirement under the provisions of one (1) of the Ohio public retirement systems at the time of separation and requested sick leave conversion.

ARTICLE 27 MISCELLANEOUS

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

27.2: Members of the bargaining unit shall receive a discount of twenty percent (20%) on all purchases in excess of five dollars (\$5.00) made on items sold by the University Bookstore. This discount shall be available only for goods purchased by the employee for his/her personal use or for the personal use of their immediate families. Abuse of this privilege shall be grounds for suspension of the individual employee's privilege. Members of the bargaining unit shall be entitled to a fifty percent (50%) discount on University Theater and Athletic tickets, for the use of the bargaining unit member or their immediate families.

27.3: An employee who believes he/she is being assigned duties related to the personal financial interest of another University employee, as opposed to a

proper University function, may -- after having discussed the matter with his/her supervisor or department head -- submit a written request to the Executive Director of Human Resources or his/her designee for a review of the alleged improper assignment. The University shall review such requests promptly and the Executive Director of Human Resources or his/her designee will respond in writing to the employee requesting the review.

27.4: Members of the bargaining unit who obtain parking permits will have regular access to University parking lots, with the exception of the visitor's lots and specifically designated spaces. Parking is part of a bargaining unit member's fringe benefits. The Union will annually appoint a bargaining unit member to be a member of the University's Parking and Traffic Committee. The parties agree to meet and confer over any requests made by the University for additional spaces and lots needed for visitors or special events.

27.5: Members of the bargaining unit who serve on any authorized University committee and must attend meetings of the committee outside his/her normal working hours will receive one and one-half times the actual hours of attendance added to their compensatory time balance.

ARTICLE 28 SEPARABILITY

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

28.2: Any provision of this Agreement which is found contrary to law but becomes legal during the life of this Agreement, shall take immediate effect upon the enactment of enabling litigation.

28.3: Nothing in this Agreement shall be construed to prohibit or restrict the right of the University or the F.O.P. to take action to comply with the Americans with Disabilities Act.

ARTICLE 29 NO STRIKE/NO LOCKOUT

29.1: The University and the F.O.P. agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the University and the F.O.P. to avoid work stoppages and strikes.

29.2: Neither the F.O.P. nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the University for the duration of this Agreement. The F.O.P. shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this Section, provided that the F.O.P. meets all of its obligations under this Article.

29.3: The F.O.P. shall, at all times, cooperate with the University in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause. In the event of a violation of the "no-strike" clause, the F.O.P. shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the University is in violation of this Agreement, unlawful and not sanctioned or approved of by the F.O.P. The F.O.P. shall advise the employees to return to work immediately.

29.4: A violation of the provisions of Article 29 by a member of the bargaining unit shall be grounds for disciplinary action, including removal or separation.

29.5: The University shall not lock out any bargaining unit members for the duration of this Agreement.

ARTICLE 30 CONTRACTING

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

ARTICLE 31 HEALTH AND SAFETY

31.1: The parties agree that it is the goal of the University and the F.O.P. that the University be a place in which bargaining unit members enjoy a safe and healthful environment. To accomplish this the University will endeavor to assure compliance with all federal, state, and local statutes pertaining to health, safety, and the environment. Both parties recognize that it will be the University's responsibility to provide all bargaining unit members the necessary training, equipment, and written procedures necessary to conduct their job in a safe and healthful manner. Both parties also recognize that it will be the bargaining unit member's responsibility to follow University health and safety policies which may include the wearing of personal protective equipment and the mandatory attendance of training seminars. It is understood that all mandatory training will be offered in accordance with Section 21.16 of this Agreement. It is further recognized that any violation of University safety policies by bargaining unit members may result in disciplinary action by the University.

31.2: In order to assure the Union an opportunity to provide input on matters related to safety, the President of the Union shall designate one (1) bargaining unit member to serve on the University Safety Committee each year.

31.3: If a bargaining unit member feels that he/she has been assigned to work under unsafe or unhealthful conditions unrelated to the risks inherent in the duties of a police officer, he/she shall report the situation immediately to his/her supervisor. If the bargaining unit member disagrees with the supervisor's response to the situation, he/she may report the situation to the Director of

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

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

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

31.6: Contingent upon approval by the Director of Environmental and Occupational Health and Safety, every month each sworn officer shall be entitled to use the Beeghly Firing Range for no more than one (1) hour; an employee who uses this facility shall remain in active pay status and on standby status. Police officers who are off duty and who use the firing range, as provided in this article shall not be in active pay status. Access to the Beeghly Firing Range will be limited to authorized personnel designated by the Director of the YSU Police Department during periods when the range is reserved for YSU officers.

INSTRUCTIONAL FEE REMISSION

32.1: Dependent children and spouses of bargaining unit members shall be granted remission for instructional fees at YSU, including out-of-state instructional fees where applicable. "Dependent children" are children who qualify as exemptions as defined by the Internal Revenue Service. Dependent children shall be eligible for remission to the end of the academic year of age ~~twenty-four (24)~~ twenty-five (25). Bargaining unit members shall receive remission of instructional and general fees at YSU, including out-of-state fees where applicable, for up to eighteen (18) semester hours per academic year and six (6) semester hours each summer term. Remission of the general fee shall be granted to members of the bargaining unit only. Bargaining unit members who retire during the term of this Agreement shall continue to be eligible for the fee remission described above, and their dependents shall continue to be eligible for fee remission for dependents, as described above, to include remission of instructional and general fees. The dependents of any bargaining unit member who dies during the term of this Agreement shall continue to be eligible for fee remission as described above, to include remission of instructional and general fees, until dependent children reach the end of the academic year of age ~~twenty-four (24)~~ twenty-five (25) and as long as the surviving spouse remains unmarried.

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

32.3: On a case-by-case basis, the University will consider requests by bargaining unit members to attend classes at YSU during normal work hours, which may include the employee's use of compensatory time, vacation or the opportunity to work either before or after their normal work shift to compensate for the time spent in class.

ARTICLE 33**PROBATION AND PROMOTION**

33.1: Probationary Periods: Each employee appointed to a position in the bargaining unit shall serve a probationary period. For University Police Officer 1, University Police Officer 2, and University Criminal Investigator, the probationary period shall be one (1) year excluding periods of sick leave of twenty (20) sick leave days or longer, or leave without pay of more than one (1) week. For University Dispatcher 1 and University Dispatcher 2, the probationary period shall be six (6) months in addition to the time in training for the certification by the Ohio Peace Officers Training Council. Each probationary employee shall be evaluated in accordance with the provisions of Article 17 ("Evaluations") and upon successful completion of the probationary period shall advance one pay step in accordance with the provisions of Article 4 ("Pay"). If the performance of a probationary employee is deemed unsatisfactory, his/her employment at the University or in the YSU Police Department may be terminated with two (2) weeks notice during the probationary period. In lieu of the two-week notice, the University may pay the individual for eighty (80) hours at his/ her hourly rate of pay. A probationary employee who is separated from employment will be given a written statement of reasons for his/her separation. Separation of a probationary employee may not be advanced to arbitration under the provisions of Article 6 ("Grievance Procedure"). Members of the bargaining unit who are promoted from one classification to another within the bargaining unit shall serve a six-month probationary period; if their performance is deemed unsatisfactory in the position to which they have been promoted, they will be reinstated to the position ~~to~~ from which they were promoted, rather than being separated. Upon successful completion of the probationary period, employees who have been promoted will advance one (1) pay step in accordance with the provision of Article 4 ("Pay").

33.2: If the University fills one (1) or more positions of University Police Officer 2, University Dispatcher 2 or University Law Enforcement Supervisor, it will consider qualified applicants from within the bargaining unit before

considering candidates who are not members of the bargaining unit. However, the University's selection of a candidate to fill the position of University Law Enforcement Officer Supervisor is not arbitrable. The University will consider the applicant's education, related work experience, performance evaluations, and length of University service in a position or positions related to the position for which he/she is applying.

**APPENDIX A
PAY SCHEDULE FOR UNIVERSITY DISPATCHER I**

Effective April 1, 2000

CALCULATED NEW SALARY INFORMATION NOT YET

Step	1	2	3	4	5	6
	12.63	12.95	13.33	13.80	14.28	14.80

Effective April 1, 2001

Step	1	2	3	4	5	6
	13.01	13.34	13.73	14.21	14.71	15.24

Effective April 1, 2002

Step	1	2	3	4	5	6
	13.40	13.74	14.14	14.64	15.15	15.70

**APPENDIX B
PAY SCHEDULE FOR UNIVERSITY DISPATCHER 2**

Effective April 1, 2000

Step	1	2	3	4	5	6	7
	13.66	14.01	14.37	14.81	15.27	15.79	16.39

Effective April 1, 2001

Step	1	2	3	4	5	6	7
	14.07	14.43	14.80	15.25	15.73	16.26	16.88

Effective April 1, 2002

Step	1	2	3	4	5	6	7
	14.49	14.86	15.24	15.71	16.20	16.75	17.39

**APPENDIX C
PAY SCHEDULE FOR UNIVERSITY POLICE OFFICER 1**

Effective April 1, 2000

Step	1	2	3	4	5	6	7	8
	13.87	14.34	14.81	15.29	15.80	16.33	16.89	17.49

Effective April 1, 2001

Step	1	2	3	4	5	6	7	8
	14.29	14.77	15.25	15.75	16.27	16.82	17.40	18.01

Effective April 1, 2002

Step	1	2	3	4	5	6	7	8
	14.72	15.21	15.71	16.22	16.76	17.32	17.92	18.55

**APPENDIX D
PAY SCHEDULE FOR UNIVERSITY POLICE OFFICER 2**

Effective April 1, 2000

Step	1	2	3	4	5	6	7	8
	14.81	15.27	15.77	16.29	16.82	17.45	18.12	18.85

Effective April 1, 2001

Step	1	2	3	4	5	6	7	8
	15.25	15.73	16.24	16.78	17.32	17.97	18.66	19.42

Effective April 1, 2002

Step	1	2	3	4	5	6	7	8
	15.71	16.20	16.73	17.28	17.84	18.51	19.22	20.00

**APPENDIX E
GRIEVANCE FORM**

GRIEVANCE FORM

1

Date Filed _____

Filed Through F.O.P.
Grievance Committee

Filed independently
of F.O.P.

Name of Grievant: _____

Home Address: _____

Date Cause of Grievance Occurred: _____

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

Section of Agreement Alleged to Have Been Violated:

Remedy Sought:

(Grievant's Signature) (Date)

cc: Grievant
F.O.P.

Vice President for Administration
Executive Director of Human Resources
Director of YSU Police

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

YOUNGSTOWN STATE UNIVERSITY
UNIVERSITY DISPATCHER PERFORMANCE EVALUATION

NAME OF EMPLOYEE:		TYPE OF EVALUATION	
CLASSIFICATION:		Probationary <input type="checkbox"/>	Midpoint <input type="checkbox"/> Final <input type="checkbox"/>
		Annual <input type="checkbox"/>	
CATEGORIES		RATING	POINTS
1. Knowledge of law enforcement laws and procedures		0 1 2 3 4 5 6	
2. Knowledge of communication procedures <i>(i.e., radio, telephone, Leads, Kibbe Card, etc.)</i>		0 1 2 3 4 5 6	
3. Preparation of reports <i>(i.e., written reports, communication logs, etc.)</i>		0 1 2 3 4 5 6	
4. Appearance		0 1 2 3 4 5 6	
5. Attitude/Personality		0 1 2 3 4 5 6	
6. Dependability		0 1 2 3 4 5 6	
7. Initiative		0 1 2 3 4 5 6	
8. Cooperation with Supervisor		0 1 2 3 4 5 6	
9. Judgment		0 1 2 3 4 5 6	
10. Public Relations		0 1 2 3 4 5 6	
		TOTAL POINTS:	
Ratings Legend:		Overall Evaluation:	
0 - Poor	1 - Needs Improvement	0 - 8 points	Poor
2 - Adequate	2 - Adequate	09 - 16 points	Needs Improvement
3 - Average	3 - Average	17 - 24 points	Adequate
4 - Good	4 - Good	25 - 33 points	Average
5 - Very Good	5 - Very Good	34 - 42 points	Good
6 - Excellent	6 - Excellent	43 - 51 points	Very Good
		52 - 60 points	Excellent
Evaluator's Comments:		Signature _____ Date _____	
Director of YSU Police Comments:		Signature _____ Date _____	
Employee's Comments:		Signature _____ Date _____	
Human Resources Action:		Signature _____ Date _____	

YOUNGSTOWN STATE UNIVERSITY
UNIVERSITY POLICE OFFICER PERFORMANCE EVALUATION

NAME OF EMPLOYEE:		TYPE OF EVALUATION	
CLASSIFICATION:		Probationary <input type="checkbox"/>	Midpoint <input type="checkbox"/> Final <input type="checkbox"/>
		Annual <input type="checkbox"/>	
CATEGORIES		RATING	POINTS
1. (A) Firearms Proficiency (B) Certification by the Ohio Peace Officers Council PASSIFAIL YES/NO			
2. Knowledge of law enforcement laws and procedures		0 1 2 3 4 5 6	
3. Knowledge of communication procedures <i>(i.e., radio, telephone, Leads, Kibbe Card, etc.)</i>		0 1 2 3 4 5 6	
4. Preparation of reports <i>(i.e., written reports, communication logs, etc.)</i>		0 1 2 3 4 5 6	
5. Appearance		0 1 2 3 4 5 6	
6. Attitude/Personality		0 1 2 3 4 5 6	
7. Dependability		0 1 2 3 4 5 6	
8. Initiative		0 1 2 3 4 5 6	
9. Cooperation with Supervisor		0 1 2 3 4 5 6	
10. Judgment		0 1 2 3 4 5 6	
11. Public Relations		0 1 2 3 4 5 6	
		TOTAL POINTS:	
Ratings Legend:		Overall Evaluation:	
0 - Poor	1 - Needs Improvement	0 - 8 points	Poor
2 - Adequate	2 - Adequate	09 - 16 points	Needs Improvement
3 - Average	3 - Average	17 - 24 points	Adequate
4 - Good	4 - Good	25 - 33 points	Average
5 - Very Good	5 - Very Good	34 - 42 points	Good
6 - Excellent	6 - Excellent	43 - 51 points	Very Good
		52 - 60 points	Excellent
Evaluator's Comments:		Signature _____ Date _____	
Director of YSU Police Comments:		Signature _____ Date _____	
Employee's Comments:		Signature _____ Date _____	
Human Resources Action:		Signature _____ Date _____	

APPENDIX I
SUMMARY OF HEALTH CARE COVERAGE

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

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

APPENDIX I
SUMMARY OF HEALTH CARE COVERAGE (CONTINUED)

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

* \$5 copayment if seen by a physician.

APPENDIX I
SUMMARY OF HEALTH CARE COVERAGE (CONTINUED)

	SuperMed Classic (Replaces Traditional)	SuperMed Select	Anthem HMP
Inpatient Services	In-Network-15% Coinsurance, after Deductible	Covered in Full	Covered in Full
	Non-Network-25% Coinsurance, after Deductible	Non Authorized Services - 20% copayment	Non-Network - not covered
Outpatient Facility Services	In-Network - 15% Coinsurance, after Deductible	Covered in Full	Covered in Full
	Non-Network - 25% Coinsurance, after Deductible	Non Authorized Services - 20%	Non-Network - not covered
Inpatient & Outpatient Professional/ Ancillary Charges	In-Network: 15% Coinsurance after Deductible	Covered in full	Covered in full
		Non-Authorized Services: 50%	Non-network: Not covered
Inpatient & Outpatient Physician Services		Covered in Full	Covered in Full
		Non Authorized Services - 50%	Non-Network - not covered

APPENDIX I
SUMMARY OF HEALTH CARE COVERAGE (CONTINUED)

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

SUMMARY OF HEALTH CARE COVERAGE (CONTINUED)

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

SUMMARY OF HEALTH CARE COVERAGE (CONTINUED)

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

** This benefit administered through Medical Mutual of Ohio

APPENDIX J URINALYSIS PROCEDURES

- A. The employee will be notified of the test requirement just prior to being transported without delay to the medical facility or laboratory to obtain the urine sample. The medical facility or laboratory will be predetermined by the YSU Police Department following a meet and confer with the F.O.P. At the time of the test, the subject will be notified of the specific drugs which will be screened by the test. The employee will be accompanied by an officer of the YSU Police Department.
- B. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. An employee of the medical facility or laboratory shall be in the presence of the employee to ensure that the sample is from the employee and was actually passed at the time noted on the record. Specimen collection will occur in a medical setting, and the procedures should not demean, embarrass or cause physical discomfort to the employee.
- C. An interview with the employee prior to the test will serve to establish use of drugs currently taken under medical supervision. The employee will be required to identify any prescription or non-prescription medication taken in the past week. The medication and time last taken will be documented and signed by the employee. Medications containing narcotic drugs, hypnotics, stimulants, depressants, sedatives, and most muscle relaxants must be reported. Drugs such as aspirin, cold medications, tylenol, birth control pills, and antihistamines, except those containing codeine need not be reported. In the event the employee is taking medications which require reporting, the YSU Police Department will attempt to verify the validity of this use through interviews and request the employee to provide a copy of the prescription.
- D. The employee will be allowed to select two of several containers to be used to hold the sample.
- E. The containers will be new and free of contaminants.
- F. The employee will deposit a minimum volume of urine (2 oz.) in each container and tightly cap it. An employee who is unable to provide an adequate sample initially will remain under observation until able to do so.
- G. A tamper proof seal will be used on the container.
- H. The container will be labeled in front of the employee.
- I. Each step in the collection and processing of the urine sample shall be documented to establish procedural integrity, and the chain of evidence.
- J. Social security numbers will be used as a donor identifying number. This number will be utilized to identify the sample throughout the collection and testing phases of the urine screening. The purpose of the donor identifying number is to protect the identity of the donor providing the sample. Laboratory testing personnel will only have access to the identifying number and not the individual's name.
- K. The officer accompanying the employee will be assigned by the Director of the YSU Police Department or his/her designee.
- L. The second sample container will be secured and preserved according to generally accepted lab procedures at the site where the samples are passed and collected. In the event the first sample shows a presence of any illegal drug or narcotic the employee shall have the option of having the second sample tested (at his own expense) at another qualified medical facility or laboratory, generally accredited by a standardizing body within a reasonable distance. To facilitate this testing the second sample shall be secured from the collection site by a management representative and a Union representative and transported or caused to be transported to the second laboratory where it will be tested. The tests employed must be of the same type employed by a primary laboratory.