



**YOUNGSTOWN  
STATE  
UNIVERSITY**



01/14/2022  
1531-04  
21-MED-03-0468  
41356

## **AGREEMENT**

**between**

**YOUNGSTOWN STATE UNIVERSITY**

**and**

**YOUNGSTOWN STATE UNIVERSITY**

**ASSOCIATION OF PROFESSIONAL/ADMINISTRATIVE STAFF**

**Effective**

**July 1, 2021 through June 30, 2024**

**SERB CASE NUMBER**

**2021-MED-03-0468**



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## **ARTICLE 1: AGREEMENT and RECOGNITION**

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

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

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

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

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

## **ARTICLE 2: SCOPE OF UNIT**

**2.1 :** The bargaining unit shall consist of those employees of the University serving in positions in the bargaining unit certified by the Ohio State Employment Relations Board (hereinafter SERB) in Case No. 86-REP- 3-0093 on November 20, 1986, as amended by Case No. 87-REP-7-0191 on August 13, 1987, as amended by Case No. 88-REP-05-0086 on May 24, 1988, as amended by Case No. 90-REP-12-0318 on January 10 1991, as amended by Case No. 2011-REP-10-0098 on November 1, 2011, as amended by Case Nos. 2010-REP-04-0060 and 2010-REP-04-0061 on August 14, 2014. The positions included in the bargaining unit are listed on Appendix A to this Agreement.

**2.2 :** Excluded from the bargaining unit shall be all other employees of the University, all students (other than bargaining unit members enrolled in classes), all individuals who are not “public employees” as defined by Ohio Rev. Code Chapter 4117 and all employees whose base pay is supported in whole or in part by externally funded sources in accordance with Board Policy 3356-7-43.

**2.3 :** If, during the term of this Agreement, a question arises concerning the bargaining unit status of a full-time or part-time Professional/Administrative staff member, the parties will meet to discuss the matter before submitting the issue to SERB for a final and binding determination of bargaining unit membership. In those cases, the employee shall continue in the position assigned by the University. Should SERB rule in the Union’s favor, union dues shall commence as of the date of the SERB ruling. Bargaining unit members who accept a



voluntary move to a different position supported in whole or in part by external funding sources after an initial appointment or who are assigned supervisory duties over one or more employees shall be removed from the bargaining unit.

### **ARTICLE 3: TERM OF AGREEMENT**

**3.1:** Upon ratification by the parties, this Agreement shall become effective at 12:01 a.m. on July 1, 2021, and shall remain in effect until 11:59 p.m. on June 30, 2024.

**3.2 Successor Agreement:** On or before January 1, 2024, either party may notify the other that it wishes to renew or modify this Agreement. In this event, the parties shall meet no later than April 1, 2024, to negotiate with respect to a successor Agreement.

### **ARTICLE 4: SALARIES**

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

**A) Effective July 1, 2021:**

The University will increase the individual 2021-2022 base salaries of all full- and part-time employees covered by this Agreement by one-and-one-half percent (1.5%).

**B) Effective July 1, 2022:**

The University will increase the individual 2022-2023 base salaries of all full- and part-time employees covered by this Agreement by two percent (2%).

**C) Effective July 1, 2023:**

The University will increase the individual 2023-2024 base salaries of all full- and part-time employees covered by this Agreement by two percent (2%).

**4.2: Salary Ranges:** Salaries of full-time twelve (12)-month positions in the bargaining unit shall be subject to the salary minima and maxima reflected in the Salary Ranges which appear in Appendix C. Salaries of full-time ten (10)-month positions in the bargaining unit shall be subject to salary minima and maxima that are 10/12 of the ranges printed in Appendix C. Salaries of full-time nine (9)-month positions in the bargaining unit shall be subject to salary minima and maxima that are 9/12 of the ranges printed in Appendix C. A list reflecting the Salary Ranges to which full-time positions in the bargaining unit are assigned appears in Appendix D to this Agreement. Any bargaining unit member who has achieved or exceeded the salary maxima for their salary range will also receive any and all increases in the same manner as other bargaining unit members. No bargaining unit member will be harmed.

**4.3: Advanced Degree Adjustment:** Full-time bargaining unit members who possess or earn a higher degree relevant to their position description, which is defined as closely connected and material to the duties detailed in their position description, as determined by the Office of Human Resources but which is not required by their position description, will receive a salary adjustment to be added to their base salary in the next available pay period after submission of a transcript displaying the advanced degree earned in the amount of five hundred dollars (\$500) for an earned and regionally accredited Master's degree and one thousand dollars (\$1,000) for an earned and regionally accredited Doctorate degree. Regional accreditation must be approved by the U.S. Department of Education.

Newly hired employees shall be eligible for the advanced degree adjustment as part of their initial compensation if they are hired at the minimum salary for their position title and pay range. An official transcript of the advanced degree must be submitted to the Office of Human Resources. Once the transcript displaying the advanced degree is submitted, the salary adjustment will be made in the next available pay period.

Employees who, subsequent to their hire earn a relevant (as determined by the Office of Human Resources) higher degree than that which is required in their position description must submit their official transcript to the Office of Human Resources. Once the transcript displaying the advanced degree is submitted, the salary adjustment will be made in the next available pay period.

The advanced degree adjustment shall not be applicable to a second Master's Degree or second Doctoral Degree.

If there is a delay in the review of the transcript and there is a favorable decision to award the advanced degree adjustment, the salary adjustment will be retroactively applied to the next available pay period after the date of submission.

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

**4.5: Alternative Retirement Program (ARP):** For full-time bargaining unit members electing to enroll in an ARP, the University shall reduce their salary by the applicable OPERS rates. The University shall also contribute a designated amount to the ARP as well as a mandatory contribution to OPERS in compliance with OPERS rates.

**4.6: Initial Appointment of Full-Time Employees:** An individual may be hired at an initial salary and Salary Range assignment appropriate to the structure and grade to which they are appointed. The job posting shall include the initial hire salary range of the position.

**4.7: Distinguished Service Program:**

- A) **Selection of Recipients:** Each year, up to twelve (12) full-time members and two (2) part-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 Chief Human Resources Officer or his/her designee, with one member designated by the President of YSU-APAS, and the third member designated by the first two members.
- B) **Full-time Bargaining Unit Member Eligibility:** Full-time Bargaining unit members must have three (3) twelve-month, full-time 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 twelve-month, full-time contract year, exclusive of extended sick leave and leave without pay. Criteria for award eligibility, as well as the scoring rubric used to determine the award recipients, are delineated in Appendix M to this Agreement.

- C) Part-time Bargaining Unit Member Eligibility:** Part-time bargaining members must have completed the equivalent of three (3) twelve-month, full-time years of University service within the bargaining unit by March 1 of the selection year (i.e., .50 FTE bargaining unit members would be eligible after six (6) years of service). A year of service will be credited provided the individual serves a minimum of three-fourths (3/4's) of the twelve-month, full-time contract year, exclusive of extended sick leave and leave without pay. For example, if an employee worked nine (9) months each year at .75 FTE for five years, he/she would receive  $.75 \times 5 = 3.75$  years of credit.
- D) Nominations:** Candidates for the Distinguished Service Award may be nominated by a YSU student, a YSU employee, the employee's supervisor, or a YSU alumna. However, an employee may not nominate themselves or members of their immediate family (as defined in Article 7.1 C). Such nominations shall be made on an electronic form created by and available in the Office of Human Resources and submitted electronically. Written justification for the nomination must be attached to the form. Distinguished Service Award Committee chairs are permitted to seek written input from the supervisor of all persons nominated for an award. Nominations shall be opened on December 1 and close on January 31.
- E) Allocation of Award:** Full-time recipients of the Distinguished Service Award shall receive \$2000; a stipend of \$1000 and \$1000 added to their individual base salary in the next contract year. However, a full-time employee who is already at or in excess of the maximum rate of pay for their pay grade shall receive a full stipend of \$2000 and no additional money will be added to their base salary in the next contract year. A full-time employee who is almost at the maximum will be increased to the maximum in the next contract year. However, the remainder of the \$1000 will also be treated as a stipend. A part-time recipient shall receive a stipend of \$1000. A full-time bargaining unit member retiring before July 1 of the next contract year shall receive a full stipend of \$2000.
- F) Announcement of Award:** The President of the University shall make an appropriate public announcement about the awards each year.
- G) Frequency of Award:** Awards shall not be given more than twice in any five (5) consecutive year period to the same employee.

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

**4.9 : Supplemental Contracts:** Supplemental pay for bargaining unit members will be in accord with University Policy 3356-7-46, Supplemental pay for faculty and professional/administrative staff.

## ARTICLE 5: INSURANCE BENEFITS

### 5.1 : Summary of Coverage:

**A) Eligibility:** All group insurance benefits provided in this Agreement and described in the health, dental, and life insurance summary plan descriptions shall be available to the following eligible employees and their dependents except as expressly identified within this Agreement: all permanent full-time bargaining unit members. Dependents are spouses and dependent children to age 26.

**B) Maintenance of Benefits/Open Enrollment:** Except as provided in this article, the benefits under the University's group health plan shall remain equivalent to or better than those provided in the certificates that are in place in Appendix G of this Agreement. Members of the bargaining unit will annually have the right to choose to enroll in the plan during the open enrollment period established by the University.

### **C) Working Spouse/Coordination of Benefits:**

#### **1. Working Spouse Coverage Obligations**

- a. As a condition of eligibility for coverage under the University's group medical and prescription drug plan(s) ("University Coverage"), if an employee's spouse is eligible for group medical and prescription drug coverage sponsored, maintained and/or provided by the spouse's current employer, former employer (for retirees), or business for self-employed individuals (other than sole proprietors) (collectively or individually, "Employer Coverage"), the spouse must enroll for at least single coverage in their Employer Coverage unless they are entitled to Medicare.

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

- b. The requirement of subsection (a) does not apply to any spouse who works less than 25 hours per week AND is required to pay more than 50% of the single premium funding rate OR \$300 per month, whichever is greater, in order to participate in Employer Coverage.
- c. An employee's spouse who fails to enroll in Employer Coverage, as outlined above, shall be ineligible for University Coverage.
- d. Upon the spouse's enrollment in Employer Coverage, that coverage will become the primary plan and the University Coverage will become the secondary plan according to the primary plan's coordination of benefits and participation rules. Notwithstanding the foregoing, in the event the spouse is a Medicare beneficiary and (i) Medicare is secondary to the University Coverage, and (ii) Medicare is primary to the spouse's

Employer Coverage, the University Coverage will be the primary coverage. The rules of O.R.C. §§ 3902.11 to 3902.14 shall govern the implementation and interpretation of these coordination of benefits rules.

2. **Employer Coverage.** It is the employee's responsibility to advise the University's Human Resources Benefit Manager immediately (and not later than thirty (30) calendar days after any change in eligibility) if the employee's spouse becomes eligible to participate in Employer Coverage. Upon becoming eligible, the employee's spouse must enroll in Employer Coverage unless they are exempt from this requirement in accordance with the exemptions stated in this section.
3. Every bargaining unit member whose spouse participates in the University's group medical and prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether their spouse is eligible for and enrolled in Employer Coverage. If any bargaining unit member fails to complete and submit the certification during the annual certification process, such bargaining unit member's spouse will be removed immediately from University Coverage. Any information not completed or provided on the certification form may be requested from the employee.
4. If a bargaining unit member submits false material information or fails to timely advise the Human Resources Benefits Manager or their designee of a change in the eligibility the employee's spouse for Employer Coverage within 30 days of notification of such eligibility, and such false information or failure results in the provision of University Coverage to which the employee's spouse is not entitled, the employee's spouse will be dis-enrolled from University Coverage. Such disenrollment may be retroactive to the date as of which the employee's spouse became ineligible for plan coverage, as determined by the administrator for the University Coverage. The administrator shall provide at least 30 days advance written notice of any proposed retroactive disenrollment. In the event of retroactive disenrollment, the bargaining unit member will be personally liable to the applicable University Coverage for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the University Coverage as a result of the false information or failure. Additionally, if the bargaining unit member submits false information in this context, the employee may be subject to disciplinary action, up to and including termination of employment.
5. The details of the working spouse limitations and coordination of benefits requirements are available on the Human Resources Office website.
6. For purposes of salary deduction toward premium cost sharing, in families in which both spouses are employed by YSU, the higher paid employee shall bear the salary deduction. They shall have the option either to be treated as only one employee, employee plus one, or family, or to select individual coverage and for each to pay the single salary share of the premium.
7. If one spouse works for YSU and the other does not, their children may remain on the YSU insurance. If both spouses work for the University, in the case of family coverage, the higher-paid employee pays for the employee plus 1 or family coverage.

8. An employee may opt out of health insurance benefits (medical, prescription drug, dental and/or vision coverage).

**D) Coverage Levels, Additional Plans, and Additional Coverage Features:** The University will offer a plan with equal to or greater coverage as the Preferred Provider Organization Plan as detailed in Appendix G. The University may implement any other changes recommended by the Health Care Advisory Committee and approved in accordance with Section 5.9. Such changes subject to the recommendation of the Health Care Advisory Committee shall include, but not be limited to, adding or removing additional health care plans or altering any benefits associated with them, such as the terms of a University-administered Health Savings Account (HSA).

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

**F) Wellness Program:** The University shall continue funding in a dedicated account for the Wellness Program. The Wellness Program shall be developed by, and oversight shall be provided by, the Health Care Advisory Committee. The program shall include incentives for employees to participate in the program. The University will maintain current funding of the Wellness Program during the term of this Agreement.

**5.2: Premium Sharing:** Eligible bargaining unit members who choose to enroll in the University's health insurance plan will contribute the following percentages of the Fully Insured Equivalent or such other calculation as detailed in Appendix G or such lesser percentage that the University charges to any other employees, for medical, dental, vision and prescription drug benefits:

**A)** Effective July 1, 2021 and continuing through June 30, 2022, all bargaining unit members shall contribute fifteen (15) percent of the fully insured equivalent rate for their subscriber selection as detailed in Appendix G (90/10 Plan). Effective July 1, 2022, all bargaining unit members shall contribute eighteen (18) percent of the fully insured equivalent rate for their subscriber selection as detailed in Appendix G (85/15 Plan).

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

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

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

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

**5.6 : Health Care Advisory Committee (HCAC):** The University and the Association support the establishment of the University Health Care Advisory Committee, as provided for in the Health Care Advisory Committee Policy and Guidelines. The HCAC shall recommend options that are mutually beneficial to employees and the University. The Association representatives to the HCAC shall consult their governing bodies prior to proceeding with any recommendations. Where a recommendation would alter the terms of the collective bargaining agreement a draft Memorandum of Understanding (MOU) will be presented to the chief negotiators of the Administration and the Association for proper processing.

**5.7 : Section 125 and Premium Pass-Through Benefits:** The University shall contract with a carrier to serve as Third Party Administrator (TPA) for Section 125; those plans are premium pass-through, flexible spending account and dependent care account benefits for University employees. Eligibility for, and use of, this program shall be governed by IRC Section 125. There shall be no initiation or sign up fees for employees. Monthly administrative charges, if any, for the TPA shall be paid by payroll deduction by those employees selecting this benefit. Employee contributions under Section 125 shall also be made by payroll deduction up to the maximum allowable amount for the Flexible Spending Account and the Dependent Day Care under applicable federal regulations per account. An individual selecting this plan shall participate in the plan from January 1 to December 31.

**5.8 : Life Insurance — Active:** The University will provide at no cost to the bargaining unit member, term life insurance in an amount equal to two and one half (2.5) times the bargaining unit member's annual salary. Each bargaining unit member's group term life insurance shall be subject to a cap of \$250,000 for the term of this Agreement. Bargaining unit members may waive insurance coverage in excess of \$50,000.

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

**5.10 : COBRA Rights:** If a bargaining unit employee separates their employment or is separated from the University, the University will notify the employee of their right to choose to continue their healthcare plan under the federally mandated COBRA program.

**5.11 : Voluntary Life Insurance Coverage:** The University will provide a bargaining unit member an opportunity to purchase additional life insurance through payroll deduction at the employee's expense.

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

## **ARTICLE 6: STAFF DEVELOPMENT LEAVES/STAFF DEVELOPMENT**

**6.1 : Staff Development Leaves:** For each of the fiscal years of this Agreement, the University will support up to two (2) Staff Development Leaves for full-time members of the bargaining unit. Each leave shall be for up to six (6) months' duration unless additional time is approved. Each leave recipient shall be paid 100% of their salary while on leave. The University will maintain group insurance coverage for leave recipients at the same cost the recipients would pay if they were not on leave, and all other rights and privileges shall remain in effect during the leave as though the individual were not on leave. The purpose of Staff Development Leaves shall be

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

**6.2 : General Provisions:** A member of the bargaining unit may be granted a leave under the provisions of this Article only after they are no longer in Article 10 probationary status. A recipient of a leave shall return to the University for a minimum of one (1) year. If the leave recipient resigns or retires from the University prior to the completion of the return period, they shall reimburse YSU their salary and budgeted expenses paid by YSU during the leave period. Leave recipients who fail to return to YSU for the specified period following completion of the leave shall be permitted to arrange a schedule of payments over a period not to exceed two (2) years. Within sixty (60) days after the completion of the leave, the bargaining unit member shall submit to the President of the University a brief written report of leave activities. Leave for more than one (1) bargaining unit member from any work area, for the same time or overlapping time period, must be approved by the department head.

**6.3 : Staff Development:** In order to afford bargaining unit members with the advantage of staff development opportunities, and upon the submission of a proper application (Appendix J), approval by the immediate supervisor and approval by the signature authority for the funding source, the University, in accordance with its travel policy, will encourage professional development opportunities, such as external conferences, seminars and continuing education opportunities. The University agrees to pay an amount not to exceed \$1500.00 during the term of this Agreement for any full-time employee whose request for staff development is approved in accordance with this section. This benefit does not include fees for internal educational opportunities not covered by tuition remission, reimbursement for course books or office furnishings.

## **ARTICLE 7: LEAVES**

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

- A) **Child:** biological, adopted, foster, stepchild, ward or child of person standing in loco parentis until the end of the month when said child turns 26 or older if incapable of self-care due to disability.
- B) **Eligible Bargaining Unit Member:** a bargaining unit member with at least one (1) year of service who has worked at least 1,040 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, or legal guardian.
- D) **Parent:** biological father or mother, adoptive parents, step parents, or foster parents, or person in loco parentis when employee was a child.
- E) **Serious health condition:** an illness, injury, impairment or physical or mental condition that involves in-patient care in a hospital, hospice or residential medical care facility, or continuing treatment by a healthcare provider.
- F) **Third medical opinion:** a medical opinion that is provided when there is a conflict between the first medical opinion provided by the employee's medical provider and the second medical opinion provided by the employer's medical examiner. The persons providing the first two medical opinions shall select the person to provide the third medical opinion.

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

**7.3: Leave Without Pay:** With the preapproval of the unit supervisor or designee and the Chief Human Resources Officer, a bargaining unit member may be granted Leave Without Pay in the categories specified in Sections 7.4, 7.5, 7.8, 7.9 and 7.25. Leave under Sections 7.4, 7.8 and 7.25 shall run concurrently with FMLA leave until FMLA leave has been exhausted. Requests for Leave Without Pay will be submitted on a form provided by the University a minimum of one (1) month prior to the requested effective date of leave or at the earliest feasible time. Serious consideration will be given to all requests. A bargaining unit member's seniority will continue to accrue while on all Leaves without Pay. Upon return from any Leave without Pay, a bargaining unit member will be restored to the position held prior to the leave or to an equivalent position with equivalent pay, benefits and other employment terms.

With the exception of 7.5 Educational Leave and 7.25 Child Care Leave, employees must exhaust all paid leave, including approved emergency sick leave, before using unpaid leave.

**7.4: Personal:** A bargaining unit member will be granted during the term of this Agreement up to five (5) days of Leave Without Pay for personal reasons and may request additional time for any period up to six (6) months, provided that: (1) the employing department is able to make the temporary arrangements in accordance with this Agreement to cover the assignment ordinarily performed by the bargaining unit member; and (2) the bargaining unit member provides advance notice of their request to the unit supervisor and the Chief Human Resources Officer. The request for leave must be made thirty (30) days in advance or in the case of emergencies at the soonest possible time. Such leaves are at the sole discretion of the University. The University will use its best efforts to notify the bargaining unit member of its decision to allow or disallow the request for leave within thirty (30) days from the date of the initial request for leave.

**7.5: Educational:**

- A) To be eligible for an educational leave, a bargaining unit member must meet the following conditions:

1. two (2) complete years of service performed at the University since becoming a full-time employee;
  2. three (3) complete years of service performed at the University since the completion of any previous Educational Leave;
- B)** Educational Leave without pay may be granted when the eligible YSU-APAS member and the Administration agree that the leave is closely connected and material to the duties in their position description, and when the Administration can make temporary arrangements to cover the assignments ordinarily performed by the individual. Educational Leave without pay may extend from a few days to a full year, provided that the YSU-APAS member and the Administration continue to agree that the leave is closely connected and material to the duties in their position description, and when the Administration can make additional temporary arrangements to cover the assignments ordinarily performed by the individual. The Administration's effort to make additional temporary arrangements to cover the assignments ordinarily performed by the individual applying for Educational Leave shall not be arbitrary or capricious. Educational Leave without pay may be renewed for an additional year(s), provided the total period of absence from duty does not exceed three (3) years. In situations where the nature of proposed leave activities necessitates a period of absence longer than one year, the eligible bargaining unit member may request a leave without pay of two or three complete fiscal years. The leave request, however, must address the necessity of the period for which leave without pay is requested. The eligible bargaining unit member granted leave without pay shall receive the pay increments specified in Article 4 ("Salaries") as if they were at YSU. Included in the three-year limitation shall be any other leaves which the eligible bargaining unit member takes immediately preceding or succeeding a leave without pay. Applications for leave without pay of six (6) months or longer shall be made at least one hundred eighty (180) days prior to the period of proposed leave. A bargaining unit member taking Educational Leave Without Pay may maintain their insurance coverage by paying the COBRA group rate to the University. During the period of an unpaid Educational Leave, the bargaining unit member will continue to accrue seniority and service credit for vacation calculations.
- C)** An eligible bargaining unit member who wishes to pursue formal education or training that is not related to their position may be granted Educational Leave Without Pay for a period of up to six (6) months, provided that the Administration can make temporary arrangements to cover the assignment ordinarily performed by the eligible bargaining unit member. Included in the six (6)-month limitation shall be any other leaves that the eligible bargaining unit member takes immediately preceding or succeeding the Educational Leave without pay. They may maintain their insurance coverage by paying the COBRA group rate to the University.
- D)** As a prerequisite to approval of this type of leave, the bargaining unit member must submit a notarized statement saying that they will continue their employment at the University for at least eighteen (18) months following the completion of such leave. Should the bargaining unit member resign or be removed prior to the completion of the eighteen-month period, they will be responsible for repayment to the University for the full cost of any fee remission received at Youngstown State University. Leave recipients who fail to return to the University for the specific period following

the completion of the leave will be permitted to arrange a schedule of repayment over a period not to exceed two (2) years.

- E) A bargaining unit member may return to active pay status earlier than originally scheduled if the return is mutually acceptable to the University and the bargaining unit member.
- F) The University may cancel the leave and direct the bargaining unit member to return to active pay status if the leave is not being used for the intended purpose. Should such cancellation occur, the bargaining unit member shall be responsible for the repayment to the University for the full cost of any fee remission received at Youngstown State University during the period of the Educational Leave. The bargaining unit member shall receive written notification of such action. The bargaining unit member will be permitted to arrange a schedule of repayment over a period not to exceed two (2) years. The University reserves the right to assess appropriate discipline against any bargaining unit member who fails to use Educational Leave for the intended purpose.

**7.6: Family and Medical Leave (FMLA):** FMLA leave shall run concurrently with any paid leave of absence available to a bargaining unit member for care and treatment of such serious health condition unless otherwise specified by this Article. All accrued paid leave must be exhausted before taking an unpaid FMLA leave. The University shall administer FMLA leave in accordance with law.

**7.7: Disability Separation:**

- A) A bargaining unit member who is unable to perform the essential job duties of their position due to a disabling illness, injury or condition may be involuntarily disability separated after all available paid and unpaid leave has been exhausted. An involuntary disability separation occurs when the University has received substantial credible medical evidence of the bargaining unit member's disability and determines that the bargaining unit member is incapable of performing the essential job duties of the bargaining unit member assigned position due to the disabling illness, injury or condition. Before disability separation can occur, the University will satisfy its obligations under the Americans Disability Act.

**(B) Medical/Psychological Examination**

- (1) The University shall request that the bargaining unit member submit to a medical or psychological examination prior to involuntary disability separating the bargaining unit member unless:

- (a) The bargaining unit member is hospitalized at the time such action is taken, or
- (b) Substantial credible medical evidence already exists that documents the bargaining unit member's inability to perform the essential job duties.

The medical or psychological examination may occur prior to the exhaustion of any paid or unpaid leaves

- (2) The University shall select one or more licensed practitioners to conduct the examinations. Prior to any examination, the University shall supply the examining practitioner with facts

relating to the perceived disabling illness, injury or condition. The University shall also supply physical and mental requirements of the bargaining unit member's position; duty statements; position specifications; and descriptions. Both the University's Office of Human Resources and the bargaining unit member shall receive the results of any examination and related documents. Except when the bargaining unit member fails to appear for the examination, the University shall pay the cost of the examinations. A bargaining unit member's refusal to submit to an examination or the refusal to release the results of the examination amounts to insubordination, punishable by the imposition of discipline up to and including removal. A bargaining unit member's unexcused failure to appear for an examination could result in discipline. The University shall pay for the cost of this examination, except that the bargaining unit member will be responsible for the costs associated with an unexcused failure to appear at a scheduled examination.

- (3) If the bargaining unit member disagrees with the fit for duty finding of the University's practitioner, they shall have an opportunity to use a licensed practitioner of their choosing to perform a second fitness for duty examination. The employee shall pay for the cost of this examination. If the findings of their chosen practitioner directly conflicts with that of the University on the issue of whether the employee can perform the essential functions of the job, the bargaining unit member's practitioner and the University's practitioner shall collaborate to select a neutral third practitioner to perform the fitness for duty assessment. This selection shall be made within 14 calendar days after the receipt of the second examination results. Should that selection not be timely made, then the University's third - party health care administrator shall select a third medical practitioner from its list of medical practitioners. The cost of the third medical opinion shall be split between the University and the bargaining unit member. The prevailing finding of two of the three practitioners shall determine the bargaining unit member's fitness for duty. This determination shall be final and binding and not subject to arbitration.
- (C) A bargaining unit member so separated shall have the right to grieve the separation in accordance with Article 9, with the grievance filed at Step 2. If arbitrated, then the only issues before the arbitrator will be whether the procedures contained in this Section have been followed and the appropriate length of a reinstatement period, if any, and not whether the employee is capable of performing their job duties.
- (D) The reinstatement period for a bargaining unit member who has been separated under the Involuntary Disability Separation provision shall have a reinstatement period of up to two years. The effective date of separation, for purposes of reinstatement, shall be based on the date in which the employee was no longer performing in active work status due to the disabling illness, injury or condition. An employee who has been involuntarily disability separated is not prohibited from applying for disability leave benefits. The total time of absence due to the disabling illness, injury or condition shall not exceed two years from the date of last active status work date for purposes of reinstatement rights under this provision. If an employee attempts to return to work during the reinstatement period but fails to perform the essential job duties for six consecutive months, the employee's effective date of separation does not change.

**7.8) Disability Retirement** - A bargaining unit member who is eligible may apply for disability retirement in accordance with the provisions of OPERS.

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

**7.10: Sick Leave:**

- A) Sick Leave is the authorized absence of an employee with pay because of personal illness, pregnancy, complications due to pregnancy or birth, adoption, injury, exposure to contagious disease and visits to or treatment by medical providers that cannot be scheduled outside of the employee's normal working hours. Sick leave may also be used because of illness, injury, or death in the employee's immediate family.
- B) Each full-time bargaining unit member earns sick leave at the rate of five (5) hours per semi-monthly pay period. Sick leave is cumulative without limit. Sick and other leave balances are available electronically in the employee self-service portal.
- C) Sick Leave may be used during any period of time in which the employee is under contract to perform services for the University. When using sick leave, the bargaining unit member will promptly notify their unit supervisor, and whenever possible, advise of the estimated duration of absence. All bargaining unit members shall report all uses of sick leave via web leave reporting in the self-service reporting portal.
- D) If a bargaining unit member has been absent for five (5) or more consecutive work days for the above-mentioned reason(s), they shall provide written verification to support the use of sick leave to be approved. Sick leave is also authorized for an illness in the bargaining unit member's immediate family when the bargaining unit member's presence is reasonably necessary for the health and welfare of the affected family member. A physician's certification of the family member's illness shall be required if the bargaining unit member is absent for more than three (3) consecutive days. Such certification shall be submitted to Human Resources Benefits.
- E) A continuous period of sick leave commences with the first day of absence and includes all subsequent days until the employee returns to work. Saturdays and Sundays (if the employee is not scheduled to perform services), and official holidays established and/or observed by the University shall not be counted. During any seven (7) day period, the maximum number of days of sick leave charged against any employee shall be five (5).
- F) All unused sick leave accumulated prior to the effective date of this Agreement shall be available for use by the employee.

- G)** If an employee is afflicted or known to be exposed to a contagious disease, and the presence of that employee would jeopardize other employees as determined in writing by a physician, that employee shall take sick leave and other pertinent leave. The University and YSU-APAS will abide by CDC or comparable State agency requirements for sending employees home because of contagious disease exposure. An employee who contracts a contagious disease will be charged sick leave.

**7.11 : Emergency Sick Leave Bank:** Bargaining unit members may voluntarily participate in the Emergency Sick Leave Bank (ESLB) as delineated in the ESLB Policy and described below using the forms provided in Appendix H and I.

**7.11.1 :YSU-APAS Emergency Sick Leave Bank Policy:**

**A) Establishment:**

1. Each member of the YSU-APAS bargaining unit may donate one (1) day of their accumulated sick leave to the YSU-APAS ESLB during the enrollment period. Donating bargaining unit members must have a minimum of eighty (80) hours of accrued leave from all sources after donation. Enrollment periods will be from July 1 through July31 of each year. New APAS members will be eligible for participation six months following their date of hire, provided that they can satisfy the 80-hour minimum. Participation shall be voluntary. The donated time is not returnable.
2. For purposes of this policy, the year will run from July 1 through the following June 30.

**B) Operational Procedures:**

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

the ESLB Committee will make a decision within ten (10) working days from receipt of the application form and physician's statement.

3. Use of days from the ESLB will be considered only after the bank member has exhausted all of their paid leave days.

The maximum number of hours that a full-time member may borrow in a two-year period is 480 hours.

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

In the event the ESLB is disbanded, unused days will be returned to participating members on a prorated basis.

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

4. The ESLB Committee, through its chair may request information from the Office of Human Resources necessary to administer the ESLB.

**C) YSU-APAS Emergency Sick Leave Bank Committee:**

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

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

**7.12 : Legal Leave:** Bargaining unit members will be granted leave with pay to fulfill court or jury duty obligations when: subpoenaed to appear before any court or other legally constituted body authorized to compel the attendance of witnesses, where the employee is not a party to the action; summoned for jury duty by any court of competent jurisdiction; or the University appoints or approves an appointment in an unpaid position on an advisory board or commission, or to solicit for charities for which University payroll deductions are made. This does not apply to situations where employees are being compensated by a third party; i.e., expert witness testimony unless such duty is performed outside of the bargaining unit member's regularly scheduled working hours.

The subpoena or other written notification verifying the necessity of such leave will be presented to the bargaining unit member's immediate supervisor as far in advance as possible. The University has the right to adjust work schedules within a department to maintain operations when an employee is absent on legal leave. A bargaining unit member will be excused from working if the jury service or court appearance: (a) lasts more than four hours; and (b) if their regularly scheduled hours: (i) starts less than eight hours after the end of the bargaining unit member's jury service or court appearance, or any excuse from same; or (ii) ends more than eight hours after the start of the bargaining unit member's jury service or court appearance, or any excuse from same. A bargaining unit member who is excused from legal leave after having served less than three (3) hours will report to work for the balance of their shift. Bargaining unit members may retain any money received as compensation or expense reimbursement for jury duty or court attendance compelled by subpoena. However, no bargaining unit member will be paid for court appearances related to their personal matters. These absences will be accounted for by the utilization of vacation time, personal leave or leave without pay in daily increments if the absence is one day or more.

**7.13 : Administrative Leave:** The University may, in its discretion, place a bargaining unit member on administrative leave with pay. The University agrees that such action shall not be arbitrary or capricious. Compensation for administrative leave will be equal to the employee's total rate of pay. The length of such leave is solely at the discretion of the unit supervisor or designee, but shall not exceed the length of the situation for which the leave was granted.

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

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

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



**7.17 : Personal Leave:** Each fiscal year (July 1-June 30), each full time bargaining unit member may convert up to four (4) sick leave days per year to Personal Leave Days.

This request shall be limited to increments of one-half (1/2) or one (1) workday per use unless otherwise permitted, in the sole discretion, by the unit supervisor. Personal Leave Days will not be subject to the sign-up procedure in Article 8, and such requests will be granted by the supervisor if the request is made at least one (1) calendar week in advance of the day requested or due to emergencies, unexpected property repair, family emergencies, etc. Such requests shall be approved unless extenuating circumstances exist to deny such requests.

**7.18 : Military Leave:**

- A) Eligible bargaining unit members shall be entitled to receive military leave under the federal and Ohio Uniformed Services Employment and Re-employment Rights Act (USERRA) to fulfill short-term and extended duty obligations and to obtain reinstatement after completing such service obligations.
- B) Employees will be permitted to continue the health benefit coverage during their leaves of absence in accordance with Article 5 that would have been in effect had they remained in active status, providing that any applicable employee premium contributions continue to be paid after six months of activation in accordance with Article 4 (Salaries) and provided further that any non-self-insured coverage obtained from an outside carrier for which the University and/or the employee pay premiums to that outside carrier permits coverage for persons who are not in active pay status.

**7.19 : Bereavement Leave:**

- A) Four (4) consecutive scheduled work days of paid bereavement leave will be granted to a bargaining unit member at the total rate of pay upon the death of a member of their immediate family as described in Section 7.1(E). Bereavement leave will also be granted in the case of a stillbirth condition. Bereavement leave shall be taken to attend to any immediate post-death matter and/or to prepare for or attend a funeral or internment.
- B) If the death is the employee's aunt or uncle, the employee is entitled to one (1) day of bereavement leave at the total rate of pay.
- C) The University may grant additional use of sick, vacation leave or leave without pay in daily increments if the absence is one day or more in order to extend the bereavement leave. The leave and the extension may be subject to verification.

**7.20 : Emergency Relief Leave:**

- A) **Emergency Service:** Upon approval of the Chief Human Resources Officer and the appropriate unit supervisor, a bargaining unit member who is an EMT-basic, EMT-I, first responder, paramedic, or volunteer firefighter will receive up to forty (40) hours of leave with pay each calendar year to use during those hours when the employee is absent from work in order to provide emergency medical service or fire-fighting service of an emergency nature that cannot reasonably be performed outside of the bargaining unit member's regular workday. The Chief Human Resources Officer will compensate an employee who uses leave granted under this section at the difference between employee's total rate of pay for those regular work hours during which the

employee is absent from work and the sum of the employee's gross service pay and allowances as an emergency service worker. No such supplemental pay is due if the employee's gross uniform pay exceeds the wages payable had the employee been in active status. In order to be eligible, a bargaining unit member will submit to his/her supervisor a written notification signed by the chief of the volunteer fire department, or medical director, with which the employee serves. Such leave shall be available during the term of this agreement only to the three most senior eligible bargaining unit members employed on or before July 1, 2012. All other bargaining unit members may be granted such leave without pay or vacation leave not to exceed forty (40) hours each calendar year. The University will waive any notice requirements for using vacation leave for this purpose, provided operational necessity is not impaired.

1. "Emergency medical service," "EMT-basic," "EMT-1," "first responder," and "paramedic" have the same meanings as in section 4765.01 of the Ohio Revised Code.
2. "Volunteer firefighter" has the same meaning as in section 146.01 of the Ohio Revised Code.

- B) Disaster Service Volunteer:** Upon approval of the Chief Human Resources Officer and the appropriate unit supervisor, a bargaining unit member who is a certified disaster service volunteer of the American Red Cross may be granted leave without pay or vacation leave from their work not to exceed one hundred sixty (160) hours in each year to participate in specialized disaster relief services for the American Red Cross, upon the request of the American Red Cross for the services of that employee. The University will waive any notice requirements for using vacation leave for this purpose, provided operational necessity is not impaired.
- C)** The use of Emergency Relief Leave shall be limited to no more than ten (10) percent of the bargaining unit members at any one time. If the number of requests exceeds the maximum allowable amount, then the bargaining unit members with the greatest seniority shall be permitted to use the leave, provided that the operational needs of the bargaining unit members work area can be satisfied in the bargaining unit member's absence.

#### **7.21 : Liver, Kidney, or Bone Marrow Donor Leave:**

- A)** A bargaining unit member may take up to two hundred (200) hours of sick leave or leave without pay during each calendar year to use during those hours when the employee is absent from work because of the employee's donation of any portion of an adult liver or because of the employee's donation of an adult kidney.
- B)** A bargaining unit member may take up to forty (40) hours of sick leave or leave without pay during each calendar year to use during those hours when the employee is absent from work because of the employee's donation of adult bone marrow.

#### **7.22 : Maternity/Parental Leave:**

- A)** Maternity leave is the authorized absence of a female bargaining unit member to receive treatment during pregnancy, to recover from childbirth after pregnancy, or to care for and bond with the newborn. The University shall provide up to six (6) weeks of paid maternity leave to each birth mother. Application shall be made in writing to the department head and to the Chief Human Resources Officer or their designee at least thirty (30) days prior to the effective date for such

leave, or as soon as practicable if medically necessary, and such request shall state the anticipated duration of the leave. At the end of maternity leave, the mother may take paid parental leave or unpaid maternity or parental leave permitted by law. Mothers must take paid maternity, unpaid maternity and parental leaves consecutively and concurrently with available FMLA leave or other maternity leave required by law.

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

**7.23: Child Care Leave:** Child Care Leave shall not be used intermittently.

- A) **Biological Mother:** Once a YSU-APAS member is certified by her physician following childbirth to be medically capable of performing her regular duties, will be entitled to leave without pay for a period not to exceed six (6) months for the purpose of child care.
- B) **Biological Father, Spouse of Biological Mother:** A YSU-APAS member, upon the birth of their child, is entitled to leave without pay for a period not to exceed six (6) months for the purpose of child care.
- C) **Adoptive Parents:** A YSU-APAS member is entitled, upon the adoption of a child, to leave without pay for a period not to exceed six (6) months for the purpose of child care.
- D) **Foster Parents:** Upon the arrival of a foster child, a YSU-APAS member may take Child Care Leave without pay for a period not to exceed twelve (12) weeks.
- E) Application for Child Care Leave shall be made in writing to the Chief Human Resources Officer or their designee no later than thirty (30) days prior to the effective date for such leave, and such request shall state the anticipated duration of the leave. In the case of an application for Child Care Leave by an adoptive parent, this thirty (30) day requirement shall be waived. In the case of Child Care Leave related to pregnancy, the request shall be accompanied by a statement from the attending physician giving the expected date of delivery. In such cases where the expected delivery changes or complications arise, the thirty (30) day requirement will be waived.

- F)** During the period of Child Care Leave, the employee on leave will be deemed to be relieved temporarily of their YSU duties.
- G)** While on Child Care Leave, the bargaining unit member will receive all group insurance benefits on the same basis as employees in active pay status provided that any non-self-insured coverage obtained from an outside carrier, for which the University and/or the employee pay premiums to such outside carrier, permits coverage for persons who are not in active pay status.
- H) Vacation/Sick Leave Usage During Child Care Leave:**
- 1. Child Care Leave during Family Medical Leave:** Accrued sick and then vacation leave must be used concurrently with FMLA approved Child Care Leave.
  - 2. Child Care Leave outside of Family Medical Leave:** Vacation leave may be used concurrently with all or a portion of the Child Care Leave, but may not be used consecutively with the Child Care Leave.
- I)** When applicable, Child Care Leave shall run concurrently with Family and Medical Leave.

## **ARTICLE 8: VACATION**

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

**8.2:** Vacation accrual shall be credited as follows:

	<b>12-month staff</b>	<b>10-month staff</b>	<b>9-month staff</b>
.0-.99 year of service*	144 hrs./yr. (18 days)	120 hrs./yr. (15 days)	108 hrs./yr. (13.5 days)
1-7.99 years of service	160 hrs./yr. (20 days)	133.36 hrs./yr. (16.67 days)	120 hrs./yr. (15 days)
8-14.99 years of service	176 hrs./yr. (22 days)	146.66 hrs./yr. (18.33 days)	132 hrs./yr. (16.5 days)
15 or more years of service	200 hrs./yr. (25 days)	166.67 hrs./yr. (18.33 days)	150 hrs./yr. (18.75 days)
20 or more years of service**	240 hrs./yr. (30 days)	200 hrs./yr. (25 days)	180 hrs./yr. (22.5 days)

\*not been informed of intent to discontinue appointment

\*\*accrued vacation at this annual rate as of July 1, 2015

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

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

- B)** Vacation is accrued on a semi-monthly basis while in active pay status. Vacation may be taken once the member has completed six (6) months of service with the University.
- C) Vacation accrual:** Vacation for full-time bargaining unit members may accrue to a maximum of (fifty) 50 days; bargaining unit members who reach the maximum accrual will not earn vacation until they have taken sufficient vacation to lower the balance below (fifty) 50 days. Following notice of intent to resign, retire or other separation of employment from the University, a bargaining unit member may not schedule vacation without the prior approval of their immediate supervisor and/or department head. Provided that an employee who has completed six (6) months of University service and provides at least fourteen (14) calendar days' written notice to their immediate supervisor and/or department head and Chief Human Resources Officer, or his or her designee prior to the effective date of resignation, retirement or separation, the employee may elect to convert unused vacation time into cash payment. Notwithstanding other provisions of this section, the bargaining unit member who has completed six (6) months of service with the University shall have the option of taking accrued vacation, with the approval of the supervisor, for the final two weeks of employment.

## **ARTICLE 9: GRIEVANCE PROCEDURE**

**9.1 : Purpose:** The purpose of this article is to set forth a prompt and equitable method for resolving disputes between the parties during the term of this Agreement. Under this article, the Association, or a member(s) of the bargaining unit, may file a grievance in which they allege that a provision of this Agreement has been violated. Nothing in this article is intended to discourage or prohibit informal discussion of a dispute prior to the filing of a formal grievance. For purposes of this article all references to "days" are to be calendar days.

**9.2 : Procedure:** A grievance is filed at Step 1 or at the lowest level at which the remedy sought may be granted. A grievance is filed on the form which appears in Appendix E to this Agreement. A completed form must be submitted to the Chief Human Resources Officer or their designee, at which time a grievance number is assigned, a date/time stamp is applied and a copy is forwarded to the Union President and Chief Grievance Officer. The form may be submitted via email. The time limits specified in this article may be extended by mutual agreement of the parties. If the grievant or the Union fails to appeal a disposition of a grievance within the specified time limit, the grievance shall be considered settled on the basis of the last disposition by the University. No grievance will be automatically advanced to Step 3 without the approval of the Union Executive Committee. If the University fails to hold a meeting or grant a disposition within the time limit prescribed, the right to proceed to the next step shall be granted automatically and immediately.

The Union shall provide to the Office of Human Resources an up-to-date list including the Grievance Chair and Building Representatives, who may act as an OEA representative for bargaining unit members.

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

A "class action" grievance occurs when more than one (1) employee files a grievance over the same alleged violation of the Agreement. When a "class action" grievance occurs, the Union will use its best efforts to identify the bargaining unit members involved in the "class action" grievance, or will provide a description of the class in sufficient detail to enable the University to investigate the grievance. When class action grievances are heard no more than one (1) grievant may attend the meetings.

**9.4: Step 1:** Within forty (40) days after the grievant knew or should have known of the facts giving rise to the grievance, they may file a formal grievance as specified in Section 9.2. Within ten (10) days after receiving the grievance, the appropriate department head and their administrative superior, or designee, will hold a grievance meeting. The University administrator who intends to conduct the meeting must notify the appropriate Union representative at least three (3) days prior to the scheduled meeting. Within ten (10) days following the meeting, they will complete a Grievance Disposition Form, distributing the original to the grievant and providing a copy to the Union. Within ten (10) days following receipt of the department head's Step 1 disposition, the grievant may appeal the disposition to Step 2 by completing and distributing a Grievance Disposition Reaction Form.

**9.5: Step 2:** Within ten (10) days following the receipt of an appeal from Step 1, the Chief Human Resources Officer or their designee must hold a grievance meeting or complete and distribute a Grievance Disposition Form, in the latter case providing the original to the grievant and a copy to the Union. The Step 2 hearing officer shall not be the same person as the Step 1 hearing officer. If the Chief Human Resources Officer or their designee holds a grievance meeting, they will complete and distribute a Grievance Disposition Form within ten (10) days following the meeting. A meeting is required if the grievance originates at Step 2. Within twenty (20) days following receipt of the Step 2 disposition, the grievant, with the approval of the Executive Committee, may appeal the disposition to Step 3 by the Union President, or their designee, completing and distributing a Grievance Disposition Reaction Form indicating movement to arbitration.

**9.6: Step 3: Arbitration:**

- A)** Within twenty (20) days after giving written notice that it supports the arbitration, the Union must request from the Federal Mediation and Conciliation Service (FMCS) a panel of seven (7) arbitrators whose primary addresses are within a 200-mile radius of Youngstown, Ohio. A copy of the Union's request to FMCS must be sent simultaneously to the Chief Human Resources Officer and Director of Labor and Employee Relations.
- B)** The Chief Human Resources Officer, or designee, shall refer the FMCS panel of arbitrators to the University's chosen advocate. The parties' advocates are free to mutually agree on an arbitrator not named in the FMCS panel, or to mutually select which of those seven (7) nominees shall serve

as arbitrator. If mutual agreement cannot be reached, then the arbitrator will be chosen by each party alternately striking names, beginning with the moving party, and the name remaining shall be the arbitrator. Prior to commencing striking, each party shall have the option to completely reject one (1) panel of arbitrators provided by the FMCS and request another list. The arbitration shall be conducted in accordance with the rules and regulations of the FMCS. Any grievance that has not been scheduled for arbitration within one (1) year after the Union notifies the University in writing that it supports the arbitration will be considered withdrawn by the Union. The only exception is if the University is responsible for the delay and the one (1) year time limit does not apply.

- C)** If there is a question of arbitrability of a grievance, the parties will request the arbitrator to rule first on the arbitrability of the grievance. If the arbitrator rules that the grievance is arbitrable, they shall proceed to conduct a hearing of the merits on the grievance.
- D)** The following matters shall not be arbitrable: determinations of bargaining unit status of any employee (see Article 2: "Scope of Unit"); grievances not supported by the Union in the appeal to Step 3; decisions of the Emergency Sick Leave Bank Committee (see Article 7: "YSU-APAS Emergency Sick Leave Bank Policy, Operational Procedures"); the suspension or removal of First Year Staff bargaining unit member (see Article 11: "Corrective Action and Termination for Just Cause"); layoffs and recalls (see Article 12: "Layoff and Recall"); the reclassification of a position or a refusal to reclassify a position (see Article 15: "Classifications and Position Audits"); decisions on alleged violations of Non-Discrimination (see Article 29: "Non-Discrimination"); matters under the purview of the University's Equal Opportunity Office and/or state and federal agencies with jurisdiction over discrimination complaints; decisions on an application for Staff Development Leave (see Article 6: "Staff Development Leaves/Staff Development"); performance evaluations unrelated to adverse employment actions; any action that is appealable to the State Employment Relations Board and over which the Board has jurisdiction; and any matter not pertaining to the meaning and intent of this Agreement.
- E)** The arbitrator will have no power to add to, subtract from, or modify in any way the terms of this Agreement. The arbitrator's decision is binding upon the University, the Union, and the grievant.
- F)** The arbitrator's fees and expenses will be borne equally by the University and the Union, except costs incurred by the calling of witnesses, which will be borne by the party calling that witness.
- G)** Arbitration hearings will be held on the University campus in a room provided at no cost to the Union. The University shall schedule a court reporter to provide a transcript of the testimony at the arbitration hearing. The University and the Union shall share the cost of the court reporter and a transcript copy for the Arbitrator.
- H)** The OEA Labor Consultant, the Grievance Chair or designee, the Union President, and the grievant shall have the right to attend the hearing without a negative impact to their pay. Witnesses attending an arbitration hearing on behalf of the Union during their regular work day will be paid for the time spent testifying at the arbitration hearing. If multiple grievances are consolidated for arbitration, the Union shall submit a request to Human Resources for additional grievant attendance. Absent unusual circumstances, the Union shall notify the University of employee representatives/witnesses attending the hearing at least ten (10) days in advance of each arbitration hearing.

**9.7 : Independent Grievances:** A bargaining unit member has the right to present a grievance to the University, and have it adjusted without the involvement of the Union or Union representatives if the adjustment is consistent with the terms of the Agreement and the Union was given the opportunity to have a representative present at such a meeting and/or adjustment. The bargaining unit member shall be permitted to have another individual advise them during the grievance hearing, but that person shall not serve as an advocate for the bargaining unit member.

## **ARTICLE 10: PROBATIONARY STATUS**

**10.1 : Probationary Status:** The first three hundred and sixty five days from date of hire.

**10.2 : Six Month Probationary Status:** A probationary employee who has been employed by the University for less than one hundred and eighty one days from date of hire may be terminated for any reason not prohibited by law and without recourse to the grievance and arbitration procedure.

**10.3 : One-Year Probationary Status:** A probationary employee who has been employed by the University for more than one hundred eighty one but less than three hundred and sixty six days from date of hire and based upon performance issues, and the University expects it will not retain the services of the probationary member, the member shall be informed in writing by the department head or other administrative superior of the performance issues and the University's intention to end the employment relationship. At that time, a meeting will be held between the member, and their immediate supervisor, and said member will have an opportunity to be placed on a Performance Improvement Plan (PIP). Such a plan shall be developed with said member, their immediate supervisor and a Union representative. The complete PIP will be forwarded to the Chief Human Resources Officer, or designee, for review and comment. Any improvement in the member's performance will be reviewed with the member, the member's immediate supervisor and a union representative within four (4) months from the date the PIP was approved. In the event the member has not satisfactorily met the criteria outlined in their PIP, such member will be subject to immediate termination. Such termination shall be grievable but not arbitrable.

**10.4 : Prior University Service:** If a YSU employee becomes a member of the bargaining unit because the University and/or SERB determines that their position should be placed in the bargaining unit and they have served a minimum of twenty-four (24) months continuous, regular, full-time employment in the same or similar position, then the employee will automatically be granted non-probationary status. If a YSU employee becomes a member of the bargaining unit because they are hired, transferred, promoted, or otherwise appointed to fill a bargaining unit position that they have not previously served in, then the employee is subject to the procedures in Article 11. Upon successful completion of the probationary year, the bargaining unit member will be granted non-probationary status. Such status creates no vested rights in any specific position, title or salary. Service as a student or intermittent employee shall not be applicable to any term or condition of employment specified in this agreement.

## **ARTICLE 11: CORRECTIVE ACTION AND TERMINATION FOR JUST CAUSE**

**11.1 :** Bargaining unit members (excluding probationary members as defined in Article 10) may be disciplined, suspended or removed for just cause, which shall include but is not limited to, loss of qualifications required to perform one's job, incompetency, inefficiency, dishonesty, insubordination, discourteous treatment of the public, neglect of duty, or any other act of misfeasance, malfeasance, or nonfeasance in office.



**11.2 :** The University recognizes the principle of progressive discipline, which shall be applied at the supervisor's discretion. Considerations include the nature and seriousness of the infraction and any mitigating circumstances. However, in more serious situations, the University may apply accelerated or summary discipline.

Corrective action is normally progressive in nature; that is, repeated causes for disciplinary action should generally result in the following progression of discipline: 1) verbal warning (documented), 2) written reprimand, 3) unpaid suspension, and 4) removal. It is anticipated that most cases will be resolved by an informal verbal warning without the application of more formal disciplinary action. Although verbal warnings shall not be recorded in the bargaining unit member's official personnel file, confirmation that a verbal warning has been issued will be provided to the employee via departmental memo or email. Prior to the issuance of a written reprimand, a meeting will be held between the employee and the employee's supervisor, which shall include a University and Union representative. However, the seriousness of certain offenses justifies severe initial accelerated or summary disciplinary action, including removal. Disciplinary actions shall be reduced to writing, with copies provided to the bargaining unit member, the Union Grievance Chair and President, and to the employee's official personnel file.

Supervisors should consult with Human Resources prior to taking any disciplinary action to assure reasonable consistency and contractual issues are considered.

Examples of more serious situations which may require placing an employee on paid administrative leave in order to properly conduct an investigation include, but are not limited to, alleged violations of the University policies for workplace violence or sexual harassment, or concerns about theft or fraud.

**11.3 :** If a bargaining unit member is summoned to a meeting or investigatory interview and the employee has a reasonable belief that discipline or other adverse consequences may result from what they say, the employee has the right to request union representation. The role of the union representative during such meeting is non-adversarial. However, the representative does have the right to assist and counsel the employee during the meeting. If a union representative is not available, the meeting will be postponed to a mutually agreeable time within the next two (2) work days.

**Eligibility to Grieve:** A bargaining unit member who is suspended without pay or removed may grieve the discipline pursuant to Article 9.

**11.4 :** All aggrieved disciplinary action(s) shall be immediately moved to the Step 2 grievance meeting as identified in Section 9.5. Such discipline shall not be included in the employee's official personnel file pending the final outcome of said meeting.

**11.5 :** In situations involving any suspension without pay or removal, the Chief Human Resources Officer or their designee shall conduct a due process meeting with the bargaining unit member to discuss the reasons for such suspension without pay or removal prior to issuing the order of suspension without pay or removal. Designees include management personnel in the employing department. Once an investigation is completed and prior to a due process meeting, the Union and University shall exchange a copy of all materials related to the matter including, but not limited to, police reports, statements of complaint, or any other documentation that may be related to employee discipline. Documents which are not exchanged at least two days in advance of a meeting may not be entered at the meeting. At the request by either party, the meeting may be postponed to comply with this requirement.

The bargaining unit member shall have the choice of whether they wish such a meeting, and shall further have the choice of deciding whether or not they wish to have a Union representative present. In addition, within twenty-one calendar days of the completion of the meeting, the Chief Human Resources Officer, or their designee, shall send by regular and certified US mail, or by email only, to a suspended or removed bargaining unit member's address of record or email address, written notification stating the reason(s) for the suspension without pay or the removal. The parties agree that orders of suspension or removal shall be treated as confidential personnel matters between the University, the bargaining unit member and the Union. If the suspension without pay or removal is subsequently grieved, the Step 2 meeting must be held in accordance with Section 9.5.

**11.6** The University, with the approval of the Chief Human Resources Officer or their designee, has the option of having a bargaining unit member who is suspended serve the suspension or have the hours of suspension deducted from their accumulated total balance of accrued vacation or personal leave if available

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

**11.8 :** If a department head or supervisor has decided to hold a meeting or investigatory interview and the employee has a reasonable belief that discipline or other adverse consequences may result from what they say, the employee has the right to request Union representation. The role of the Union representative during such meeting is non-adversarial. However, the representative does have the right to assist and counsel the employee during the meeting. An employee who wishes to bring a representative other than a campus representative or OEA Labor Consultant to a meeting with YSU can seek permission to do so from YSU.

**11.9 :** All bargaining unit members must abide by University Policy 3356-7-20 Drug-free environment. If a manager or supervisor has reason to suspect a member of the bargaining unit is under the influence of alcohol or non-prescribed controlled and/or illegal drugs while on duty the bargaining unit member and the Union will be advised of the reasonable suspicion and shall further be advised that the employee will either be taken immediately to a medical facility or drug/alcohol testing site for an examination and/or testing, or is to be tested on campus to determine whether they are under the influence of alcohol, non-prescribed controlled and/or illegal drugs. Abuse of prescribed medicine shall be treated the same as non-prescribed use. Reasonable suspicion testing shall be based on specific, objective observations concerning the appearance, behavior, speech, or body odors of an employee including but not limited to slurred speech, erratic and/or unaccounted for changes in behavior, dilated/pinpoint pupils, mood swings, or other similar observable behaviors and credible report of use or being under the influence of substances. If the medical examination or testing indicates that they were not under the influence of alcohol or non-prescribed controlled and/or illegal drugs no record of the medical examination or testing shall be maintained in the bargaining unit member's official personnel file. However, if an incident (e.g., car accident) is linked to the reasonable suspicion resulting in the medical examination, a record of the incident shall be placed in the employee's official personnel file.

**11.10 :** Any action taken by the University in accordance with Section 11.6 will not preclude or negate any additional action taken by the University, which may include medical examination/treatment, counseling, and/or

disciplinary action, due to a bargaining unit member determined to have been under the influence of alcohol, non-prescribed controlled and/or illegal drugs while on duty. Abuse of prescribed medicine will be treated the same as non-prescribed use.

## **ARTICLE 12: LAYOFF AND RECALL**

**12.1 :** In the event of a layoff involving positions within the bargaining unit, the University may serve written notice of the layoff either by email to the employee's University email address or by hand-delivery, with a copy to the Union President. The University will provide up to thirty (30) but no less than fourteen (14) days' written notice. The date that the notice is hand-delivered or the date the letter is emailed shall be the first day of the layoff notice period. The notice shall include information consistent with this Article regarding recall and bumping rights. At the same time, the University will provide a seniority list to the President of the Association.

**12.2 :** The University shall layoff bargaining unit employees by affected college or non-academic unit in the following order: temporary (generally, less than four (4) month assignment) bargaining unit employees, part-time bargaining unit employees and then full-time bargaining unit employees. A bargaining unit employee holding an interim appointment shall be permitted to retain that interim appointment to its completion but shall then be laid off.

**12.3 :** In the event two or more members of the bargaining unit hold the same position (i.e., position title and pay grade) within the same college or non-academic unit, and fewer than the total number are to be laid off, layoffs will be determined by reverse bargaining unit seniority. When two or more individuals have the same effective date of appointment in the bargaining unit, the order of layoff will be determined as follows:

- A)** A tie will be broken by giving credit for all full-time employment or FTE employment with the University.
- B)** If a tie is not broken by the foregoing procedure, the employee(s) selected for layoff will be decided by the lowest overall evaluation score provided the evaluation has been conducted within the past two years.
- C)** In the event a tie is not broken by the foregoing procedures, it will be broken by the last four digits of the Social Security Number. The employee whose last four digits are higher shall be treated as more senior.

**12.4 :** Within five (5) working days of receipt of a notice of layoff, a bargaining unit employee, who wishes to exercise their displacement (bumping) rights, must submit a written request to the Chief Human Resources Officer advising them of the employee's intent to displace. The Chief Human Resources Officer, or designee, will identify the bargaining unit employee, if any, who works within the same Division, who has the least University service, who holds a position in the same or lower pay grade than the laid off employee, and holds a position the laid off employee is qualified for and able to perform the functions and duties. Within ten working days of receipt of the employee's notice of displacement, a meeting will be scheduled with the affected employee, a union representative(s) and an employer representative(s) to discuss the employee's displacement option(s) and qualifications.

When an employee moves into another position title, the employee will have sixty days to become oriented to the new position and perform satisfactorily in the position. This time period may be extended in thirty-day increments by mutual agreement of the Union and the Employer.

Each member of the bargaining unit who displaces into a lower position title and pay grade as a result of layoff and/or bumping shall be placed in the same relative position in their new pay grade as the employee held in their old pay grade. For example, if a full-time employee was in a position assigned to A2 and was earning twenty five percent (25%) more than the minimum rate prior to his or her demotion to a full-time position assigned to A1, after such demotion the employee would earn twenty five percent more than the minimum rate for A1.

**12.5 :** Bargaining unit members who were displaced or laid off will be placed on recall status for two calendar years following displacement or layoff. This means that if the position from which a bargaining unit member was displaced or laid off is to be filled within two years following displacement or layoff, the bargaining unit member displaced or laid off will be offered that position according to bargaining unit seniority. If more than one bargaining unit member has been displaced or laid off from the same position (i.e., position title and pay grade) within a same college or non-academic unit, recall will occur in the reverse order of displacement or layoff (i.e., last laid off, first recalled).

**12.6 :** If there is a vacant YSU-APAS bargaining unit position that is to be filled elsewhere in the University within two years of the date the individual was laid off, and if the individual who was laid off has the established minimum qualifications for the position to be filled, the individual who was laid off will be granted first consideration for the position, provided the bargaining unit member applies for the position via the University's applicant tracking system during the announced posting period.

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

### **ARTICLE 13: VACANCIES, TRANSFERS, SEARCHES, AND PROMOTIONS**

All APAS vacancies are coordinated through the Office of Human Resources. This office -coordinates all phases of the employment process. *Any inquiries an APAS member may have regarding vacancies should be directed to the Office of Human Resources.*

**13.1 :** It is the practice of the University to encourage members of the bargaining unit to apply for currently posted vacant positions that are of interest to them and for which they are at least minimally qualified.

**13.2 :** Subject to the provisions of Article 12, when a bargaining unit position vacancy occurs or a new bargaining unit position is created and the University decides to fill that position, the University shall announce the opening via its applicant tracking system. Colleges, departments, and administrative units of the University may publicize openings within their units and with external sources such as (but not limited to) journals, newspapers, websites, national/local publications, advertisement forums, and minority/protected group professional organizations. All external advertising is coordinated through the Office of Human Resources. The announcement described in this Section will specify the period during which all interested and qualified applicants may apply, which period shall be no less than thirty (30) calendar days from the day of posting for external postings and 14 calendar days for any internal postings. The posting shall specify the date of posting, the position's title, the department or work unit where the position is assigned, the pay grade assigned, the minimum salary, the minimum and preferred

qualifications for the position, the hours of work (full-time or part-time), the designation as an APAS position, and a brief description of the job duties.

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

- A) **Vacancy:** A “vacancy” is any budgeted position within the bargaining unit that does not have an incumbent and which the University intends to fill under the terms of this Agreement. The University reserves the total and explicit authority to determine when a vacant position exists; whether to fill it, abolish it or transfer it to another department or work unit within the University; and to determine its job title and salary range.
- B) **Transfer:** Change in assignment of an employee from one existing position in the same position title and pay grade to another existing position.

**1. Voluntary:** Bargaining unit member-initiated reassignment.

At the time an existing vacant position is posted a bargaining unit member may submit a written request for a transfer to the Chief Human Resources Officer stating the department and position in the same position title and pay grade as their existing position to which they desire to transfer. There must also be an application made via the University applicant tracking system within thirty (30) calendar days. When such occurs, the University agrees to provide any qualified bargaining unit members who make a voluntary request to transfer an interview. The administrator denying the request shall provide a written explanation for why the bargaining unit member is not qualified in accordance with the requirements of Section 13.4(I) of this Article.

**2. Involuntary:** Employer initiated reassignment of employee.

The University may transfer a member of the bargaining unit from one bargaining unit position to another, providing their pay is not reduced by the University, and providing they have the necessary credentials and qualifications for the position to which they are being transferred. Consultation with the staff member being transferred shall occur no later than fourteen (14) calendar days prior to the effective date of transfer.

- C) **Promotion:** The movement of an employee from one position into a position at a higher pay grade.
- D) **Demotion:** The movement of an employee from one position into a position at a lower pay grade.
- E) **Reclassification:** A reclassification occurs when there is a change or modification in the duties and responsibilities of a position significant enough that the position should be given another position title. Duties and responsibilities may be increased or decreased.
- F) **Hiring Manager:** A University employee who requests a position(s) to be filled and selects the individual to fill the position in accordance with this Article.
- G) **Minimum Qualifications:** The necessary qualifications minimally required to perform the required work

**13.4 Selection:** Bargaining unit vacancies and new positions shall be awarded on the basis of qualifications. For purposes of this Article, the Search Committee may establish an initial review date of not less than two weeks to begin reviewing applicants. The determination of whether an applicant meets the position

qualifications is the responsibility of the Search Committee. The University reserves the right to use appropriate Human Resources Staff, who may assume the responsibility of determining applicant qualifications. In such instances involving a bargaining unit vacancy, the bargaining unit member appointed by the Union's President should be knowledgeable regarding the duties and responsibilities of the vacant position. In filling all permanent full-time or permanent part-time bargaining unit positions, the Search Committee will utilize the University's search procedures as described in the University's Equal Opportunity and Affirmative Action Policy, Human Resources processes and guidelines:

- A) All applications shall be received and processed through the University applicant tracking system.
- B) Bargaining unit members shall be represented on Search Committees. The Search Committee will be comprised of: one (1) employee selected by the unit supervisor or department head, one (1) bargaining unit member selected by the Union President, and one (1) person appointed by the Chief Human Resources Officer. If the Union President fails or is unable to appoint a bargaining unit member within ten calendar days of notification, the Chief Human Resources Officer or designee will populate the Search Committee with a bargaining unit member. The Hiring Manager shall designate one Search Committee member as the Chair. Search Committee members should be selected on the basis of their knowledge of the duties and responsibilities of the vacant position. It is the intent of the parties that reasonable efforts are made not to appoint the same bargaining unit members to successive Search Committees.
- C) Subject to the opening paragraph of this Section, the Search Committee shall receive and review all application materials submitted by the initial review date by those applicants who meet the qualifications for the position as determined by the Search Committee and subject to review by the Office of Human Resources. The Search Committee shall reach agreement on which candidates to interview and seek the approval of the Office of Equal Opportunity via the approved electronic process. All qualified candidates who are currently members of the bargaining unit shall be granted an interview.
- D) Upon the Search Committee either compiling or receiving a list of qualified candidates, the Search Committee is responsible for identifying through interviews up to the six (6) "most qualified" applicants to be referred to the hiring authority for an interview. In determining if an applicant is "most qualified," the University shall give consideration to knowledge, ability, skill, experience, the qualifications as stated on the , and such other criteria as the University usually considers in filling a vacancy. The Search Committee's Chair shall assume responsibility for all reports and documentation.
- E) The Search Committee will use an appropriate assessment tool to rank all applicants. The assessment tool must at least include measures for job related experience, education, and the qualifications of the specific job as posted.
- F) The University may, at its discretion, re-post vacant positions if a sufficient number of qualified internal and external applications are not received. Additionally, if the Search Committee deems that there are insufficient qualified applicants, the Search Committee can recommend a failed search to the Hiring Manager.

- G) Hiring:** The Chair of the Search Committee shall forward the Committee's recommendation(s) to the Hiring Manager. The Hiring Manager will interview the top candidates referred by the Search Committee in accordance with (E) above and may select from these candidates, unless, as stated above, the Search Committee recommends a failed search to the Hiring Manager. Such hiring decisions shall not be subject to the grievance and arbitration provisions of this Agreement. The University's determination as to the qualifications shall be conclusive in the absence of a showing that such determinations were arbitrary or capricious.
- H)** If the Union has a reasonable belief that the search process violated this Article the Union reserves the right to file a grievance in accordance with Article 9 of this agreement.
- I)** Upon selection, the Hiring Manager completes the electronic process to forward to the Office of Human Resources the information necessary to make an offer of employment when all approvals have been received. Assessment Forms completed by the Search Committee should also be sent to the Office of Equal Opportunity if such forms were utilized by the Search Committee.
- J)** The University shall notify qualified bargaining unit applicants by electronic mail that they have not been offered the position once the candidate offered the position has accepted the offer of employment.
- K)** An employee awarded a promotion under this Article shall serve a probationary period of thirty (30) days. Any bargaining unit member removed during the probationary period will be relocated back into their previous position. Any bargaining unit member promoted may request to return to their former position during the first ten (10) working days of their probationary period.

#### **ARTICLE 14: PART-TIME STAFF**

**14.1 :** Part-time staff members in the bargaining unit who are appointed during the term of this Agreement will receive an appointment letter which will specify:

- A)** The position title, classification, pay grade; and the estimated duration of the appointment, by reference to starting and ending dates, when applicable; and
- B)** A percentage of full-time service, with full-time service equaling forty (40) hours per week expressed as a full-time equivalent (FTE).

#### **14.2 : Terms and Conditions of Employment**

- A)** Part-time staff in the bargaining unit shall be given a description of duties to be performed by Human Resources.
- B)** Part-time employees may be assigned additional hours, not to exceed forty (40) hours a week, not to exceed three (3) months' duration to accommodate the needs of the University.
- C)** Part-time employees shall be paid their normal salary regardless if they are regularly scheduled to work on a holiday or not during the terms of their appointment.

- D) **Salaries for Part-time Staff:** Members of the bargaining unit who are part-time staff shall be placed in the appropriate pay grade. Probationary 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 Section 14.1. Members of the bargaining unit who are part-time shall be paid no less than the minimum salary of their pay grade.
- E) Part-time employees shall be evaluated in accordance with Article 18.

#### 14.3 : Leave

- A. **Personal Leave:** Each fiscal year (July 1-June 30), each part-time bargaining unit member may convert up to two (2) sick leave days per year to Personal Leave Days.
- B. **Bereavement Leave .** Part-time bargaining unit member will receive four (4) consecutive scheduled work days of paid bereavement leave for the hours that they are normally scheduled to work.

**14.4 : Vacation Accrual.** Part-time bargaining unit members whose appointments equal or exceed .5 FTE shall accrue a maximum of vacation days prorated on the basis of the full-time maximum accrual as detailed in Section 8.2 (i.e., a .75 part-time employee can accrue 50 days x .75 = 37.5 days maximum accrual). Part-time bargaining unit members who have completed six months of service with the University are entitled to utilize accrued vacation leave. Appointments of less than .5 FTE shall not accrue vacation leave.

**14.5 Benefits:**In addition to the benefits specified in Sections 14.2-14.4 above, part-time staff in the bargaining unit whose appointments equal or exceed an FTE of .5, as defined in Section 14.1 and specified on the appointment letter, shall be eligible for the following:

- A) Part-time bargaining unit members shall have the opportunity to participate in the University's group insurance program of their choice. Part-time bargaining unit members shall pay the same premium as full-time bargaining unit members.
- B) The individual shall accrue sick leave prorated by FTE status against the full-time equivalency and shall be entitled to the use of such sick leave in accordance with Article 7 of this Agreement. Part-time members' maximum usage under the Emergency Sick Leave Bank under Section 7.10 will be prorated based on FTE.
- C) The individual shall be eligible for remission of the University's instructional and general fees for up to six (6) semester hours during any academic year when enrolling in an academic semester during part of which the staff member is appointed. Part-time staff whose appointment equals or exceeds .75 FTE shall receive fee remission benefits as defined in Article 28.6.
- D) The individual shall be entitled to a discount of twenty percent (20%) on all purchases of \$5.00 or greater at the University Bookstore during the term of their appointment. The discount shall be available only for goods purchased by the bargaining unit member for their personal use or for the use of their immediate families. Abuse of this privilege shall be grounds for suspension of the individual bargaining unit member's privilege.
- E) Part-time employees are entitled to enroll in courses at the University and shall be issued ID cards and granted access to the Library and Beeghly Physical Education Center, as well as other



recreational facilities, pay for parking in the same manner as full-time employees (see Section 28.4), and shall be entitled to a discount of fifty percent (50%) on athletic and theater tickets purchased for the use of the employee and their immediate family members during the term of their appointment. (The athletic ticket discount shall be available on individual athletic events only if the tickets are purchased at least one day prior to the event.)

- F)** If a part-time University employee becomes a full-time bargaining unit member, the individual shall receive seniority credit for University service, up to a maximum of two (2) years, by using seventy-five percent (75%) of the total FTEs worked as a part-time employee. For example, if an employee worked .50 FTE for a total of three (3) years, they would receive  $(3 \times .5) \times .75 = 1.125$  years of credit. FTEs for part-time appointments of less than twelve (12) month duration will be prorated by 1/12 for each month not covered by the appointment. For example, if an employee worked nine (9) months each year at .75 FTE for five (5) years, they would receive  $[(.75 \times 9/12) \times 5] \times .75 = 2.11$  years of credit.

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

## **ARTICLE 15: POSITION AUDITS AND APPEALS**

**15.1 : Official Position Description:** Within thirty (30) calendar days of initial appointment, transfer, promotion or reclassification, the University shall provide each bargaining unit member and the Union President, a copy of their 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, non-supervisory oversight exercised, the immediate supervisor, and the 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 add duties that are not related to the basic function and responsibility of the position.

**15.2 : Position Audits:** A bargaining unit member may request at any time, that their position be audited for the purpose of determining if the position is in the proper pay grade by submitting a formal completed Position Audit Questionnaire provided by the University. Requests may not be submitted more than once every twelve months. Position audit requests shall be time stamped and will normally be evaluated in date order, subject to the discretion of the Office of Human Resources. If not evaluated in date order, the Office of Human Resources will electronically notify the Union President. The University will inform the bargaining unit member of the results of the audit at the soonest possible time but no later than one hundred and eighty days from receipt of the request for audit.

To be eligible for a position audit review, an employee must be performing significant additional work of a higher pay grade or duties that are not related to the basic function and responsibility of the position. The duties must be a continuing and recurrent part of the employee's job duties and not temporary or infrequent job duties.

If, as a result of the audit, the University determines that a bargaining unit member has been performing significant additional work of a higher pay grade or duties that are not related to the basic function and responsibility of the position, the University shall either assign the appropriate position title and pay grade or cease to assign the bargaining unit member that portion of the duties which caused the position to be assigned the higher position title and pay grade. If the University ceases to assign the bargaining unit member that portion of their duties which do not properly fall within the current position title and pay grade, the University will notify the bargaining unit member of the decision in writing.

If the position is assigned a new position title and 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 Office of Human Resources. If it is determined that a position will be moved to a higher pay grade, the bargaining unit member will receive a minimum of five percent salary increase for each pay grade move upwards.

**15.3 : In-Grade Pay Adjustment:** Bargaining unit members seeking an in-grade pay adjustment shall use the Position Audit request form found on the Human Resources web page. If it is determined that a movement within a pay grade is to be made, the Chief Human Resources Officer or their designee will recommend a base salary adjustment ranging from one percent to five percent.

**15.4 : Position Audit and In-Grade Pay Adjustment Appeals:** A bargaining unit member who disagrees with the results of a position audit or an in-grade pay adjustment may appeal the decision. A completed Appeal form must be filed with the Chief Human Resources Officer or their designee within thirty (30) calendar days of receipt of notification of the audit or in-grade pay adjustment results. The Chief Human Resources Officer or his or her designee will forward the appeal request to the Appeal Committee. The Committee will complete its review and provide written notification of its decision to the bargaining unit member within 75seventy-five calendar days of the Appeal request. The decision of the Appeal Committee is final and binding; there is no further appeal and the decision is not grievable. The Appeal Committee shall render its decision regarding a position audit based solely on whether the bargaining unit member is performing significant additional work of a higher pay grade or duties that are not related to the basic function and responsibility of the position.

The Appeal Committee will consist of one member and an alternate appointed by YSU-APAS, one member and an alternate appointed by the Chief Human Resources Officer or their designee, and the Vice President of Finance and Administration or their 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. An Appeal Committee shall be formed when an appeal is received.

15.5. On or before June 30, 2022, the University shall collaborate with the Union to complete a Memorandum of Understanding, which will contain the procedure for in-grade pay changes.

## ARTICLE 16: WORK SCHEDULES

### 16.1 : Schedules:

#### A) Full-Time Service:

1. **Professional Status :** The employees in this unit are professional employees in the educational field. As professional employees, it is understood that their work is predominantly intellectual and varied in character; requires consistent exercise of discretion and judgment; and requires knowledge of an advanced nature produced by specialized study.
2. Bargaining unit members are Professional/Administrative salaried staff who the University represents that they believe to be exempt from the wage/hour provisions of the Fair Labor Standards Act. Bargaining unit members are employees whose work schedules are not tied to a fixed number of hours per day or per week.
3. Bargaining unit members are required to work an average of forty (40) hours per week. Each bargaining unit member and their supervisor should periodically, but at a minimum once annually, review work demands and scheduling considerations.
4. It is the joint responsibility of bargaining unit members and the supervisor to establish and maintain clearly determined work schedules. Flexible scheduling alternatives may be considered as described in Section 16.1 (B) immediately below.
5. The University will not reduce a full-time position held by a member of the bargaining unit to part-time status, or to a shorter duration (e.g., 12-months to 10-months) during the term of this Agreement without the individual's concurrence. This provision does not apply to vacant positions.

#### B) Flexible Scheduling Options:

1. **Purpose:** The University supports the use of various work scheduling arrangements for bargaining unit members that are designed to meet the operating and service needs of a department in accordance with University policy. The availability of flexible work schedules is not intended to change the department's regular hours of operation, nor does it alter the responsibility or diminish the authority of department heads to establish and adjust work schedules. Instead, this type of flexible scheduling is intended to bolster staff morale and retention while maintaining and enhancing a department's service delivery. The University and the Union agree that flexible scheduling may not be practical in every department or for every position. If a bargaining unit member wishes consideration for a flexible work schedule, they should submit the request in writing to their immediate supervisor. The request for flexible scheduling will be discussed by the supervisor with Human Resources for contractual compliance and accountability for both the employee and supervisor. Flexible schedule requests shall be made a minimum of two weeks prior to the requested start date and shall be fair and equitable among employees. Denial of such request shall not be arbitrary or capricious.

## 2. Definitions:

- a. **Flex-time** is an arrangement that may include a consistent daily schedule with individualized starting and ending times that are the same throughout the week or a varying daily schedule that starts or ends at different times each day. The varying daily schedule may include a consistent eight (8) hour day throughout the week or a varying daily schedule of more or less than eight (8) hours. For full-time bargaining unit members, the total weekly hours for both consistent varying schedules must be forty (40) for the work week.
  - b. **Compressed Workweek** is an arrangement that enables a full-time bargaining unit member to work longer days in exchange for a shorter day or a day off each week. Examples of a compressed workweek schedule are: four (4) ten (10) hour days with no work on the fifth day; or a four and one half (4.5) day workweek where forty hours are worked in four and one half (4.5) days.
- C) The parties agree, however, that the University retains the right to schedule bargaining unit members. The denial of a bargaining unit member's requested schedule shall not be arbitrary or capricious. A bargaining unit member may request a meeting each semester with their supervisor to review the actual hours worked and time taken off during the previous semester. A bargaining unit member who has concerns about their schedule may file a grievance or a complaint under the provisions of Article 9 ("Grievance Procedure"), or may have an informal discussion of the matter with the knowledgeable principal administrative officer and/or the Chief Human Resources Officer or their designee.
- D) The University shall, upon request, provide cell phones for the use of "on call" employees in accordance with Board Policy 3356-4-12.

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

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

**16.4 : Research:** The ownership rights to, and compensation for, any intellectual property developed by a bargaining unit member shall be in accordance with University Policy 3356-10-18.

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

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

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

## **ARTICLE 17: HOLIDAYS**

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

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|---------------------------|--|
| 1. New Year's Day         | 6. Labor Day                             |
| 2. Martin Luther King Day | 7. Columbus Day                          |
| 3. President's Day        | 8. Veterans Day                          |
| 4. Memorial Day           | 9. Thanksgiving Day                      |
| 5. Fourth of July         | 10. Christmas Day                        |
|                           | 11. Juneteenth National Independence Day |

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

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

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

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

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

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

## ARTICLE 18: EVALUATION

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

**18.2 : Process:** A non-probationary bargaining unit member will be evaluated on their performance not more than once each year. The evaluation process will be completed by their immediate supervisor by the first week of March for the previous calendar year, with the exception of an "out of cycle" evaluation. A probationary bargaining unit member shall have their progress reviewed once during the first half of the employment period and their performance rated or evaluated prior to the end of the first year, and once every year thereafter to evaluate the previous calendar year's performance. The evaluation period includes all work time covered since the last date an evaluation was due.

- The evaluation shall include a discussion between the bargaining unit member being evaluated and the evaluator, which includes a review of the bargaining unit member's position description and performance, before the evaluation form is finalized.
- Supervisors are expected to keep employees apprised on progress toward goals and objectives throughout the year leading up to their annual performance evaluation. These check-ins should be used to update employees or to provide employees with the opportunity to address any categories where the supervisor believes there could be improvement within the annual evaluation.
- The bargaining unit member shall also have an opportunity to review the evaluation form and shall sign the evaluation electronically after all comments, remarks and changes have been noted. The bargaining unit member's signature shall acknowledge that they have reviewed the evaluation, but their acknowledgment does not necessarily indicate agreement with the evaluation.

**"Out of Cycle" Evaluations:** An evaluator must have supervised a bargaining unit member for at least six (6) months before conducting the evaluation process. In the event that a bargaining unit member has a new supervisor, the evaluation deadline will be extended as necessary to insure that the bargaining unit member has been supervised by the supervisor for the six (6) month minimum time period. Future evaluation dates for probationary bargaining unit members will revert to the annual calendar year evaluation cycle. When a non-probationary bargaining unit member receives an "out of cycle" evaluation, such evaluation will be considered the bargaining unit member's annual evaluation for that calendar year. The next evaluation will be on cycle. A non-probationary bargaining unit member will not be evaluated more than once in a twelve (12) month period.

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

**18.3 : Optional Approaches Tasks:** The following options may be initiated by the bargaining unit member or the evaluator utilized within the electronic system.

- 1) **Self-Evaluation:** The bargaining unit member being evaluated may prepare a narrative self-evaluation in which they report and evaluate information related to job performance for the period being evaluated. The evaluator reviews the self-evaluation, discusses it with the bargaining unit member, and utilizes it as part of the evaluation record.
- 2) **Record of Goals, Objectives and Activities:** In some instances, it is appropriate to record goals, objectives and activities for the coming year. The bargaining unit member may include this information in the Comments portion of the self-evaluation. If a record of goals, objectives and activities is recorded, the evaluator reviews and discusses it with the bargaining unit member, and includes it in the evaluation record.

**18.4 : Evaluation Response Options:** The bargaining unit member may offer comments upon the evaluation, of any elements in the evaluation with which they disagree.

If a bargaining unit member disagrees with the judgment of the evaluator, the bargaining unit member may so note in the evaluation.

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

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

## **ARTICLE 19: PERSONNEL FILES**

**19.1 :** The parties agree that the University may establish regulations for the custody, use, and preservation of appropriate records pertaining to bargaining unit members. Only one official personnel file shall be maintained by and in the Office of Human Resources for each member of the bargaining unit. Personnel files are maintained and access provided to them in accordance with law.

**19.2 :** Based on a prior scheduled appointment, each bargaining unit member shall have access to their official personnel file during normal working hours. Also based on a prior scheduled appointment, the University will also grant access to a bargaining unit member's official personnel file to the bargaining unit member's designated APAS building representative or the OEA Labor Relations Consultant. Written notice via email or campus mail will be provided to the Chief Human Resources Officer or their designee.

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

**19.4 :** The University will promptly (no more than ten (10) days) review requests received under the provisions of Section 19.3. If the University concludes that the material is inappropriate for retention in the bargaining unit

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

**19.5 :** Personnel files are repositories of an individual's employment history. Letters of appointment, appointment forms, leave forms, vacation forms, notices of disciplinary action, and other material deemed appropriate by the University may be included in the official personnel file. However, any document which does not include as part of its normal distribution a copy to the individual, or which does not originate with the individual, shall not be placed in a personnel file unless the bargaining unit member is simultaneously provided a copy by campus mail or via email.

**19.6 : Materials Related to Disciplinary Action:**

- A)** Upon the written request of the bargaining unit member, materials related to disciplinary action (see Article 11: "Corrective Action and Termination for Just Cause") will be removed from the individual's personnel file, provided a minimum of twelve (12) months have passed since the insertion of the material into the file without an intervening occurrence of disciplinary action.
- B)** In the twelve (12) months following the removal of disciplinary action(s) from the bargaining unit member's personnel file, any subsequent disciplinary action will remain in the personnel file as follows:
  - 1.** The first disciplinary action after an item is removed will remain on file for a period of eighteen (18) months.
  - 2.** Any subsequent disciplinary action(s) that occur during the eighteen (18) month period will remain on file for a period of twenty-four (24) months.
- C)** Materials related to discipline that are placed in the personnel file under Section 19.6(B)(1) or (2), may be removed after the employee has had no intervening disciplinary action(s) taken for the specified length of time of the last insertion of the materials. Once materials are removed from an individual's personnel file, after the eighteen (18) or twenty-four (24) month period of time has elapsed, any further disciplinary action will refer back to Section 19.6(A).
- D)** Material removed under the provisions of this section will not be used in subsequent disciplinary or termination hearings. Requests for early withdrawal of such materials may be submitted to the Chief Human Resources Officer; a written response will be issued within ten (10) working days. The decision regarding early withdrawal shall not be subject to arbitration.

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

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



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

## **ARTICLE 20: RETIREMENT/RESIGNATION**

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

**20.2 : Sick Leave Conversion:** A bargaining unit member who separates from the University and simultaneously retires from the Ohio Public Employees Retirement System (OPERS) or an alternative retirement plan (ARP) with ten (10) or more years of active University service or together with other State of Ohio units as specified by law, is entitled to convert to cash payment part of their accrued but unused sick leave. For purposes of sick leave conversion, an employee retiring under an alternative retirement plan (ARP) must meet the eligibility retirement benefits from the OPERS traditional pension plan.

Payment is based upon the bargaining unit member's hourly rate of pay, as available in the Banner System, immediately prior to retirement.

The cash payment of accrued but unused sick leave shall be twenty-five percent (25%) of accrued but unused sick leave of the first nine hundred sixty (960) hours, for a maximum payment of two hundred forty (240) hours.

All accrued sick leave shall be eliminated from a bargaining unit member's record upon sick leave conversion. Such payment shall be made only once to an individual. Sick leave conversion does not apply to any separation or termination other than retirement.

### **20.3 : Continued Benefits at Retirement:**

- A. A member of the bargaining unit who retires shall be entitled, for an unlimited period of time, on the same basis as actively employed bargaining unit members, the use of Maag Library; tickets for all University functions; the use of physical fitness and recreational facilities; and retention of electronic mail accounts. Retired bargaining unit members shall be eligible to purchase a parking permit annually for the annual parking fee established by the University.
- B. Retirees, their spouses and dependent children (as defined in Section 28.7) to the end of the academic year in which they reach age twenty-five (25), shall be eligible for remission of all instructional fees. (See Article 28, Section 28.6). Bargaining unit members who retire with ten (10) or more years of University service are eligible for a convertible life insurance policy through the carrier as of the date of their retirement (rounded to the nearest multiple of \$1,000) to a maximum of \$75,000. Such policy for a retiree will not include accidental death and dismemberment insurance.
- C. Upon the death of a retired bargaining unit member, their un-remarried spouse and dependent children (as defined in Section 28.6) to the end of the academic year in which they reach age twenty-five (25) shall remain entitled to the benefits specified in Article 28 and Section 28.3.

## **ARTICLE 21: MANAGEMENT RIGHTS**

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

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

## **ARTICLE 22: ASSOCIATION RIGHTS**

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

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

**22.3 : Use of University Facilities at No Cost:** The Association shall be permitted reasonable use of University rooms for meetings on the same basis as other University groups, including exclusive representatives. YSU-APAS shall be permitted reasonable use of University bulletin boards, the University's physical and electronic services for communication with members of the bargaining unit on matters directly related to the Union's role as

exclusive representative of the bargaining unit and P/A staff mail boxes, for communication with members of the bargaining unit. YSU-APAS shall also be permitted to use the University mail service. Such use shall be limited to the Association's role as exclusive representative in matters of mutual concern between the parties.

**22.4 : Use of Other University Facilities:** The Association shall be permitted reasonable use of University printing/reproduction services, on a “cost-for-use” basis. Printing/reproduction services shall be available to the Association solely and exclusively for activities and communication directly related to its role of exclusive representative of the bargaining unit defined in Article 2.

**22.5 : Printing of the Agreement:** Copies of this Agreement will be posted in an electronic format on the University’s website for download in a printable PDF format.

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

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

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

- A) The twelve (12) hours apply to all Grievance Officers; that is, one (1) Grievance Officer at twelve (12) hours; or two (2) Grievance Officers at six (6) hours, etc. Time spent in consultation with the Chief Human Resources Officer or his/her designee will not be counted against the twelve (12) hour limit.

- B) If unused in a given week, Grievance Officer hours may accumulate to a maximum of twenty (20) hours.
- C) Advance permission must be granted by the Grievance Officer's supervisor and by the Chief Grievance Officer or Union President prior to investigation of a possible grievance and/or grievance during paid hours.
- D) If a Grievance Officer leaves their work area to investigate a grievance in another work area, the Grievance Officer will inform the supervisor in the grievant's work area before talking to the grievant.
- E) No individual Grievance Officer may devote more than six (6) hours of paid time to possible grievance and/or grievance investigation during a given week without the permission of the University.
- F) A weekly account of the grievance hours will be kept by the Chief Grievance Officer. This information will be available to the University upon written request.

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

**22.8 : Association Negotiating Team:** Once the process of negotiating a successor Agreement has commenced and through and until the ratification process concludes, excluding any time during a work stoppage, each member of the Association Negotiating Committee shall be granted up to four (4) hours per week release time to prepare for bargaining. When members of the Association Negotiating Team are in the same University department, a maximum of six (6) hours release time total per department per week shall be granted, unless the department head at their discretion allows more.

**22.9 : Association Leave:**

- A) A paid leave of up to thirteen (13) and unpaid leave of up to two (2) aggregate days will be granted to Association representatives to attend the Union Representative Assemblies and related committees off campus each year. A bargaining unit member may not use more than five (5) working days of such leave in any one year. Absent unusual circumstances, a minimum of thirty (30) calendar days' written notice will be provided to the University prior to taking such leave. Only one bargaining unit member from any one work area will be granted leave at any one time. However, leave for more than one bargaining unit member from any one work area at any one time may be granted at the discretion of the department head.
- B) Use of vacation time or leave without pay of up to five (5) days each shall be granted to no more than two (2) bargaining unit members to attend Leadership Academy off campus each academic year. A minimum of thirty (30) days written notice shall be provided to the University prior to taking such leave. Only one bargaining unit member from any one (1) work area will be granted leave at any one time. However, leave for more than one (1) bargaining unit member from any one (1) work area at any one time may be granted at the discretion of the department head.

**22.10 :** The Union President shall receive timely notice of the appointment of an employee new to the bargaining unit or of a personnel action that results in a change in a bargaining unit member's department or pay grade.

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

## **ARTICLE 23: UNIVERSITY-ASSOCIATION RELATIONS**

**23.1 : Labor Management Council:** There shall be a committee consisting of an equal number of Union and University representatives, unless otherwise mutually agreed upon by the parties. The committee will meet at least two (2) times per year. The committee will be co-chaired by a Union and a University representative.

**23.2 : Labor Management Council Purpose and Agenda:** The purpose of the committee is to provide a means for continuing communication between the parties and to promote a climate of constructive employee-employer relations. The agenda for each meeting shall be jointly prepared by the co-chairpersons in advance of the meeting. The parties are committed to a timely completion and distribution of the minutes. The minutes shall not be construed as constituting a binding agreement or negotiations between the parties.

This would include, but is not limited to, such activities as to:

- A) Discuss the administration of this Agreement;
- B) Notify the Union of changes contemplated by the University which may affect bargaining unit employees;
- C) Discuss the future needs and programs of the University;
- D) Disseminate general information of interest to the parties;
- E) Give the Union representatives the opportunity to discuss the views of bargaining unit employees and/or make suggestions on subjects affecting those employees;
- F) Give the parties the opportunity to discuss the problems that give rise to outstanding grievances and to discuss ways of preventing contract violations and other workplace conflicts from occurring. The parties agree that the discussion of individual grievances is not an appropriate topic for Labor/Management committees;
- G) Proposed work rules; and
- H) Discuss such other items as the parties may mutually agree.

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

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

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

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

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

- A) The internal operating budget when adopted by the Board of Trustees;
- B) Year-end financial reports;
- C) Semester enrollment data;
- D) Information required for the preparation and the processing of a grievance;
- E) A comprehensive report from the office of the Chief Human Resources Officer each October 1 of the membership of the bargaining unit;
- F) A bi-monthly report from the office of the Chief Human Resources Officer of personnel changes affecting the bargaining unit since the previous report, which shall include appointments, promotions, retirements, deaths, separations, and name changes;
- G) A copy of the descriptors for APAS Pay Grades will be provided to the Association President.
- H) Copies of all supplemental contracts issued to bargaining unit members will be sent to the Association President upon approval.

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

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

## **ARTICLE 24: SEVERABILITY**

**24.1 :** The parties intend that this Agreement shall in all respects be construed and applied in a manner consistent with applicable statutes and court decisions and regulations properly enacted thereunder. In the event any provision of this Agreement shall be affirmatively determined by appropriate authority to be contrary to any such statute or regulation, such provision alone shall become thenceforth invalid and of no effect, consistent with such determination, but the remainder of this Agreement shall not thereby be deemed illegal or unenforceable. The parties agree to meet within one (1) week to discuss any decision which renders any portion of this Agreement null and void.

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

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

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

## **ARTICLE 25: DUES DEDUCTION AND MEMBERSHIP**

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

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

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

**25.4 :** Individuals who become members after the first pay period in September shall be required to pay full applicable dues. The University shall arrange for payment of dues in equal installments through payroll deduction to secure full payment by the bargaining unit member by August 31.

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

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

**25.7 :** The University will promptly forward the dues deduction to the officer designated in writing by the Union. The University will levy no charge upon the Union for administering the payroll deduction.

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

## **ARTICLE 26: CONTRACTING**

**26.1 :** The University retains the right to contract for services. It is not the intent of the University to contract out or subcontract bargaining unit work that will result in the layoff of bargaining unit members for reasons other than to create greater efficiencies; achieve cost savings; participate in initiatives for shared services arrangements, council of governments, the Inter University Council, other public-public or public-private partnerships and consortium; to improve operational effectiveness, or as otherwise may be described in Article 21.

**26.2 :** Prior to making a decision to contract or subcontract out work that will result in the layoff of bargaining unit members, the Union shall be given upon request, the opportunity to meet with the University and to discuss what options/alternatives may be available to maintain the work in the bargaining unit.

**26.3 :** Whenever possible the University shall give the Union sixty (60) calendar days advance written notice of its intent to contract or subcontract out work that will result in the layoff of bargaining unit members. Within ten (10) working days of notice from the University, the Union, shall be given, upon request, the opportunity to meet with the University and discuss what options or alternatives may be available to maintain the work in the bargaining unit. The meeting shall take place within five (5) working days of the Union’s request unless otherwise agreed by the parties. Within ten (10) working days of the parties’ meeting, the Union may provide alternatives to the University’s intended action for its consideration. The University will give serious consideration to the Union’s alternative solution in reviewing its intended action.



**26.4 :** In addition to the above, the Union shall have the right, upon request, to negotiate the impact of the intended actions of the University to contract or subcontract out bargaining unit work that will result in the layoff of bargaining unit members.

**26.5 :** In the event of a dispute, relating to the terms of this Article, the Union shall have the right to file a grievance pursuant to Article 9.

**26.6 :** The University may utilize the procedures contained in Sections 26.2-26.5 for a maximum of ten (10) positions that will result in employee layoffs.

**26.7 :** The University retains the sole right to make the final determination as to whether or not to contract services that do not result in the layoff of bargaining unit members.

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

## **ARTICLE 27: HEALTH AND SAFETY**

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

**27.2 :** If a bargaining unit member feels that they have been assigned to work under unsafe or unhealthful conditions, they shall report the situation immediately to their supervisor. If the bargaining unit member disagrees with the supervisor's response to the situation, they may report the situation to the Director of Environmental and Occupational Health and Safety or their designee. 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 their 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 their 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 their designee shall be empowered to order the immediate halt of any operation or activity which in their judgment is unsafe or unhealthful.

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

**27.4 :** The University retains the right to regulate smoking, tobacco use, vaping, electronic or aerosolized devices and products in all University facilities and/or other University property in order to promote the parties' goal of a safe and healthful workplace. Issues relating to smoking will be subject to the University's policy regarding smoke, tobacco and a vape-free environment (3356-4-01).

## **ARTICLE 28: MISCELLANEOUS**

**28.1 : Salary Payments:** Bargaining unit salaries shall be paid in semi-monthly increments. The University reserves the right to establish a salary payment plan that applies to the majority of regular full-time employees. Payments shall be made exclusively by electronic transfer and funds will be available in the bargaining unit member's account at the beginning of the business day on pay day. If the payday is a scheduled University holiday, funds will be available in the bargaining unit member's account at the beginning of the previous business day.

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

- A)** Association dues;
- B)** Up to two tax exempt charitable organizations, including United Way;
- C)** Tax-sheltered annuities; individual retirement accounts (IRA), and IRS approved 403(b) programs, and 457(b) deferred compensation plans;
- D)** Contributions to an Association Political Action Committee or the Fund for Children and Public Education;
- E)** The YSU Foundation;
- F)** Internal Revenue Code (IRC) Section 125 plan;
- G)** Service Credit Purchases (OPERS, SERS, STRS or any other applicable retirement system);
- H)** Voluntary Short Term Disability Coverage and Voluntary Life Insurance Coverage;
- I)** University Parking;
- J)** Health Insurance Cost Sharing Premium; and
- K)** Recreation Center

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

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

families. Abuse of this privilege shall be grounds for suspension of the individual bargaining unit member's privilege.

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

**28.4 : Parking:** The designated faculty/staff parking lots shall have card-activated gates that shall restrict parking to full-time and part-time faculty and staff. Gate cards issued to students will not have the capacity to effect entrance to the designated lots. The restrictions specified above shall be in effect from 7:00 a.m. to 4:30 p.m. Monday through Friday during all periods classes are in session, except when modifications are required because of special events. P/A staff will continue to have access to parking decks and "mixed" lots. The Association will annually appoint a bargaining unit member to be a member of the University's Parking and Traffic Committee.

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

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

**28.6 : Fee Remission:** Except for online instruction provided by Academic Partnership or any successor, dependent children and spouses of bargaining unit members shall be granted remission for instructional fees at YSU, including out-of-state instructional fees where applicable. "Dependent children" are the biological children, legally adopted children or step-children of a bargaining unit employee. Bargaining unit employees must provide any information requested by the University such as copies of marriage licenses, birth certificates and certificates of adoption to assist the University in determining that the child or spouse is eligible for tuition remission. Bargaining unit employees must also properly complete the University's application/affidavit in order to receive tuition remission. Dependent children shall be eligible for remission to the end of the academic year of age twenty-five (25). Bargaining unit members shall receive remission of instructional and general fees at YSU, including out-of-state fees where applicable, for up to eighteen (18) semester hours per academic year and six (6) semester hours each summer semester. Courses may not be taken at times which conflict with assigned duties. Except for online instruction provided by Academic Partnership or any successor, remission of the general fee shall be granted to members of the bargaining unit only. The restriction of six (6) credit hours shall not apply to courses taken at YSU as part of a Staff Development Leave granted under the provisions of Article 6. Effective July 1, 2022, employees, spouses and dependent children shall pay for twenty percent (20%) of the cost of online instruction provided by Academic Partnership.

Bargaining unit members who retire during the term of this Agreement shall continue to be eligible for the fee remission described above, and their spouses and dependent children shall continue to be eligible for remission of instructional fees. The dependents of any bargaining unit member who dies during the term of this Agreement

shall continue to be eligible for fee remission as described above, to include remission of instructional and general fees, until dependent children reach the end of the academic year of age twenty-five (25) and as long as the surviving spouse remains unmarried.

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

## **ARTICLE 29: NON-DISCRIMINATION**

**29.1 : Non-Discrimination:** The University and the Association reaffirm their mutually held responsibility, under federal and state laws and executive orders relating to fair employment practices, that no individual shall be unlawfully discriminated against on the basis of race, color, national origin, age, sexual orientation, gender identity and/or expression, disability, or veteran status or any other basis protected by law in its programs or activities.

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

**29.3 :** The parties agree that our society presently offers various sources of relief to persons found to have been victims of discrimination, such as the Ohio Civil Rights Commission, Equal Employment Opportunity Commission and the State Employment Relations Board. The parties agree that allegations of illegal discrimination may be reported to the University Director of Equal Opportunity and Policy Development. Alleged violations of the provisions of Section 29.1 are not arbitrable (see Article 9.6 D) and may not be processed beyond Step 2 of the grievance procedure established in Article 9.

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

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

## **ARTICLE 30: SENIORITY**

**30.1** There shall be two (2) forms of seniority for bargaining unit members.

- A) **University Seniority:** a bargaining unit member's total service with the University.
- B) **Bargaining Unit Seniority:** a bargaining unit member's total combined years in the APAS bargaining unit without separation from the University. Service for the University in a position outside of the APAS bargaining unit shall not count toward bargaining unit seniority

- C) **Tie Breaker:** Except for Layoffs under Article 12, the parties agree to utilize the following procedure if two or more members of the bargaining unit hold the same position (i.e., position title and pay grade) with the same bargaining unit seniority:
1. If two or more bargaining unit members have the same amount of time in a particular position, the first tiebreaker is the date of continuous University Seniority. Continuous Seniority is that service unbroken by a reason specified in Section 30.4.
  2. If a tie is not broken by the foregoing procedure, the second tiebreaker shall be the uninterrupted service of an employee with a state agency, a county office, or a state-supported college or university where no break in service occurs.
  3. If a tie is not broken by either of the foregoing procedures, we will use the last four (4) digits of the Social Security Number, in ascending order with the lowest number prevailing (i.e. 0001, 0002, 0003, 0004 – 0001 Prevails).

**30.2** A bargaining unit member's University and Bargaining Unit Seniority will continue uninterrupted when activated to military leave as defined in Article 15. Such bargaining unit member will continue to accrue seniority as if they were in active pay status.

**30.3** The parties agree that any bargaining unit member that is a rehired retiree will be considered a new employee and will receive service credit only for time worked since the bargaining unit member was rehired.

**30.4** A bargaining unit member's University and Bargaining Unit Seniority shall terminate if a bargaining unit member:

- A) Quits or resigns.
- B) Is discharged for cause.
- C) Fails to report to work as scheduled after leave of absence or layoff, without notifying the University.

**30.5** Bargaining unit members' Bargaining Unit and University seniority lists shall be maintained by the University and upon written request shall be furnished to the Union.

## SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized agents and officers, have affixed their signatures on this \_\_\_\_\_ day of July, 2021.

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

  
evillone@ysu.edu evillone@ysu.edu (Aug 12, 2021 12:52 EDT)

Ed Villone  
President, YSU-APAS

**YOUNGSTOWN STATE UNIVERSITY**

  
jptressel@ysu.edu jptressel@ysu.edu (Jul 13, 2021 16:00 EDT)

James P. Tressel  
President

  
smmiller04@ysu.edu smmiller04@ysu.edu (Aug 16, 2021 08:25 EDT)

Susanne M. Miller  
APAS Chief Negotiator

  
George Crisci (Jul 13, 2021 17:37 EDT)

George S. Crisci  
YSU Chief Negotiator  
Special Counsel

**Bargaining Team:**

Megann Walsh, OEA Labor Relations Consultant  
Brian Wells  
Nicole Wells  
Susan Moorer  
Gary Clark

**Bargaining Team:**

Holly Jacobs  
Jennifer Lewis-Aey  
Lisa Reichert

## APPENDIX A: POSITIONS INCLUDED IN THE BARGAINING UNIT

<b>Job Title</b>	<b>Department</b>
<b>Academic Affairs</b>	
Academic Advisor 1	
Academic Advisor 2	
Academic Information Systems Specialist	Dean- College of Graduate Studies
Acquisitions Librarian	Maag Library
Assistant Director	
Assistant to the Director	McDonough Museum of Art
Internship Coordinator	Social Work
Catalog Librarian	Maag Library
Clinical Coordinator, Graduate Nursing Program	Nursing
Coordinator	
Costume Shop Specialist	Theatre and Dance
Electronic Services Librarian	Maag Library
Exhibition Design and Production Manager	McDonough Museum of Art
Manager, Information Literacy and Assessment Program	Maag Library
Molecular Biology Instrumentation Specialist	Biology
Planetarium Lecturer	Ward Beecher Planetarium
Police Academy Commander	Criminal Justice
Program Advisor and Academic Coach	Center for Student Progress
Program Coordinator	
Reference Librarian--Health & Human Services	Maag Library
Senior Academic Advisor 1	
Senior Coordinator	Dean-College of Graduate Studies
Senior Instrumentation Specialist	Chemistry
Serials and Microforms Librarian	Maag Library
Studio Art Support Specialist	Art
Success Coordinator	First Year Student Services
Systems Administrator 1, Educator Preparation Programs	Dean Beeghly College of Liberal Arts, Social Sciences, and Education
Systems Librarian	Maag Library
Technical Support & Instructional Designer	Distance Learning
<b>Athletics</b>	
Assistant Equipment Manager	Intercollegiate Athletics
Assistant Athletic Trainer	Intercollegiate Athletics
Assistant Director	Intercollegiate Athletics
Athletic Academic Advisor	Intercollegiate Athletics
Coordinator	Intercollegiate Athletics
Equipment Manager	Equipment Room
Manager of Athletic Development	Intercollegiate Athletics
Manager of Athletic Ticket Operations	Ticket Office
Manager of Athletic Ticket Sales	Ticket Office
Senior Athletic Advisor	Academic Counseling

**Finance and Business Operations**

Business Systems Administrator 1  
Capital Funds Analyst  
Coordinator

IT Application Services  
Facilities Maintenance



EIT Content Compliance & Training Specialist  
 Information Security Engineer  
 IT Customer Services Architect  
 Network Architect  
 Network Engineer  
 Payroll Coordinator  
 Project Manager  
 Senior Buyer

Controller's Office  
 IT Customer Services  
 IT Security Services  
 IT Customer Services  
 IT Infrastructure Services  
 IT Infrastructure Services  
 Payroll  
 IT Customer Services  
 Procurement Services

Senior Financial Analyst  
 Senior Project Manager  
 Software Integration Architect  
 Software Integration Engineer  
 Systems Architect  
 Systems Engineer  
 Technology Support Engineer  
 Technology Trainer  
 University Architect

IT Application Services  
 IT Application Services  
 IT Infrastructure Services  
 IT Infrastructure Services  
 IT Customer Services  
 IT Customer Services  
 Facilities Maintenance

### **Student Affairs**

Assistant Director  
 Budget Manager, Student Experience  
 Case Manager  
 Coordinator

Kilcawley Center  
 Student Advocacy and Support

Counselor, Financial Aid  
 Housing Coordinator

Financial Aid and Scholarships  
 Housing and Residence Life

### **Institutional Effectiveness**

Announcer/Producer  
 Assistant Director  
 Broadcast Engineer  
 Coordinator  
 Counselor, Penguin Service Center  
 Research Analyst  
 Senior Counselor, Penguin Service Center  
 Student Systems Administrator, Registration  
 Support Services  
 Web Developer  
 Website Manager/Portal Administrator

WYSU-FM  
 WYSU-FM  
 Registration & Records  
 Institutional Research & Analytics  
 Registration & Records  
 Registration & Records  
 Marketing and Communications  
 Marketing and Communications

### **Legal Affairs & Human Resources**

Wellness Program Coordinator

Human Resources

## **APPENDIX B: POSITIONS EXCLUDED FROM THE BARGAINING UNIT**

Academic Administrator and Director of Electronic Placement Testing	College of STEM
Academic Budget Officer	Provost VP- Academic Affairs
Administrator of Student Field Experiences	Beeghly College of Education
Assistant Athletics Director	Intercollegiate Athletics
Assistant Coach	Intercollegiate Athletics
Assistant Dean of Students for Community Standards, Advocacy, and Conduct	Dean of Students
Assistant Provost	
Associate Controller	Controller's Office
Associate Dean	
Associate Director	
Associate General Counsel	General Counsel
Associate Provost	
Associate Vice President	
Athletic Business Manager	Ticket Office
Board Certified Behavior Analyst	Rich Center for Autism
Bursar	University Bursar
Business Advisor, Export Assistance Network (DEAN)	Dean-WCBA
Campus Safety & Emergency Management Officer	University Relations
Center Operations Coordinator	Rich Center for Autism
Chief of Police	YSU Police
Classification and Compensation Officer	Human Resources
Classroom Mentor Lead Instruction Specialist	Rich Center for Autism
Classroom Supervisor	Rich Center for Autism
Clinical Counselor	Student Counseling Services
Co-Director	Maag Library
Co-Head Coach	Cheerleaders
Coordinator	
Curriculum Resource Librarian	Maag Library
Dean	
Director	
Executive Assistant	
Executive Director	
General Activities Assistant	Rich Center for Autism
Head Coach	Intercollegiate Athletics
Instruction Specialist	Rich Center for Autism
Lead Instruction Specialist	Regional Admissions Officer
Manager	Research and Development Associate
Museum Site Manager	
Network Director, SBDC Export Assistance	
Operations Manager	
Organizational Development Officer	
Outreach Coordinator ADMETE	
President	
Program Administrator, Dental Hygiene	
Program Coordinator	
Program Director	
Project Coordinator	
Provost and Vice President for Academic Affairs	

Rich Center for Autism

History  
Dean-WCBA  
Excellence  
Training Center  
Human Resources  
Civil Environmental &  
Chemical Engineering  
President  
Health Professions

Teacher  
Education Office  
of the  
Provost  
Student Enrollment &  
Business Services  
Rayen School  
of Engineering

Research and Evaluation Associate  
Research Associate III-Economic Development  
Analyst

Research Specialist  
School Nurse  
Senior Coordinator  
Senior Manager of GIS Services  
Senior Research Scientist, Additive Manufacturing  
Site Coordinator  
Special Assistant to the Dean  
Special Assistant to the Executive Director of  
Athletics  
Title IX Coordinator and Equal Opportunity

Investigator  
University Registrar  
Vice President

Center for Human Services Development  
Dean-WCBA

Chemistry  
Rich Center for Autism  
SCOPE  
Geography  
Excellence Training Center  
Center for Human Services Development  
Dean- Cliffe College of Creative Arts  
Athletic Administration

Human Resources  
Registration& Records

## APPENDIX C: SALARY RANGES

### Salary Ranges

I Effective 07/01/2021 through 06/30/2024

Structure	Grade		Minimum		Midpoint		Maximum
A	1	\$	27,651	\$	37,342	\$	47,033
A	2	\$	31,799	\$	42,944	\$	54,088
A	3	\$	36,569	\$	49,386	\$	62,202
A	4	\$	42,055	\$	56,794	\$	71,532
A	5	\$	48,363	\$	65,313	\$	82,262
A	6	\$	55,618	\$	75,110	\$	94,601
A	7	\$	63,960	\$	86,375	\$	108,790
A	8	\$	73,554	\$	99,332	\$	125,110
A	9	\$	84,587	\$	114,232	\$	143,876
A	10	\$	97,275	\$	131,366	\$	165,457
A	11	\$	111,865	\$	151,071	\$	190,276
A	12	\$	128,646	\$	173,732	\$	218,818
A	13	\$	147,943	\$	199,791	\$	251,639
B	1	\$	27,086	\$	36,578	\$	46,070
B	2	\$	31,149	\$	42,066	\$	52,982
B	3	\$	35,821	\$	48,375	\$	60,929
B	4	\$	41,194	\$	55,632	\$	70,069
B	5	\$	47,374	\$	63,977	\$	80,579
B	6	\$	54,479	\$	73,573	\$	92,666
B	7	\$	62,651	\$	84,609	\$	106,566
B	8	\$	72,050	\$	97,301	\$	122,551
B	9	\$	82,857	\$	111,895	\$	140,933
B	10	\$	95,285	\$	128,679	\$	162,073
C	1	\$	33,274	\$	44,936	\$	56,598
C	2	\$	38,265	\$	51,677	\$	65,088
C	3	\$	44,006	\$	59,429	\$	74,851
C	4	\$	50,606	\$	68,342	\$	86,078
C	5	\$	58,197	\$	78,593	\$	98,989
C	6	\$	66,926	\$	90,383	\$	113,839
C	7	\$	76,966	\$	103,940	\$	130,914
C	8	\$	88,512	\$	119,532	\$	150,552
D	1	\$	29,948	\$	40,444	\$	50,940
D	2	\$	34,440	\$	46,511	\$	58,581
D	3	\$	39,607	\$	53,488	\$	67,368
D	4	\$	45,547	\$	61,697	\$	77,847
D	5	\$	52,379	\$	70,952	\$	89,525
D	6	\$	60,236	\$	81,595	\$	102,954

Structure	Grade	Minimum	Midpoint	Maximum
D	7	\$ 69,272	\$ 93,835	\$ 118,398
D	8	\$ 79,663	\$ 107,911	\$ 136,158
D	9	\$ 91,612	\$ 124,097	\$ 156,581
D	10	\$ 105,354	\$ 142,712	\$ 180,069
E	1	\$ 28,119	\$ 38,091	\$ 48,062
E	2	\$ 32,338	\$ 43,805	\$ 55,271
E	3	\$ 37,189	\$ 50,376	\$ 63,562
E	4	\$ 42,767	\$ 57,932	\$ 73,096
E	5	\$ 49,182	\$ 66,621	\$ 84,060
E	6	\$ 56,559	\$ 76,614	\$ 96,668
F	1	\$ 27,293	\$ 36,972	\$ 46,650
F	2	\$ 31,387	\$ 42,517	\$ 53,647
F	3	\$ 36,097	\$ 48,896	\$ 61,695
F	4	\$ 41,510	\$ 56,229	\$ 70,948
F	5	\$ 47,736	\$ 64,664	\$ 81,591
F	6	\$ 54,897	\$ 74,363	\$ 93,829
F	7	\$ 63,133	\$ 85,519	\$ 107,904
F	8	\$ 72,602	\$ 98,346	\$ 124,090
F	9	\$ 83,492	\$ 113,097	\$ 142,702
G	1	\$ 24,060	\$ 32,592	\$ 41,123
G	2	\$ 27,670	\$ 37,481	\$ 47,292
G	3	\$ 31,820	\$ 43,103	\$ 54,385
G	4	\$ 36,593	\$ 49,569	\$ 62,544
G	5	\$ 42,081	\$ 57,003	\$ 71,925
G	6	\$ 48,395	\$ 65,555	\$ 82,714
G	7	\$ 55,653	\$ 75,388	\$ 95,122
G	8	\$ 64,002	\$ 86,696	\$ 109,390
G	9	\$ 73,601	\$ 99,700	\$ 125,798
G	10	\$ 84,641	\$ 114,655	\$ 144,668
G	11	\$ 97,338	\$ 131,853	\$ 166,368
G	12	\$ 111,938	\$ 151,630	\$ 191,322
H	1	\$ 23,525	\$ 31,771	\$ 40,016
H	2	\$ 27,054	\$ 36,536	\$ 46,017
H	3	\$ 31,113	\$ 42,017	\$ 52,920
H	4	\$ 35,780	\$ 48,319	\$ 60,858
H	5	\$ 41,147	\$ 55,567	\$ 69,986
H	6	\$ 47,319	\$ 63,902	\$ 80,485
H	7	\$ 54,417	\$ 73,488	\$ 92,559
H	8	\$ 62,578	\$ 84,510	\$ 106,441
H	9	\$ 71,966	\$ 97,187	\$ 122,407
H	10	\$ 82,761	\$ 111,765	\$ 140,769

Structure	Grade	Minimum	Midpoint	Maximum
H	11	\$ 95,174	\$ 128,529	\$ 161,883
H	12	\$ 109,450	\$ 147,809	\$ 186,167
I	1	\$ 26,928	\$ 36,365	\$ 45,801
I	2	\$ 30,967	\$ 41,820	\$ 52,673
I	3	\$ 35,612	\$ 48,093	\$ 60,574
I	4	\$ 40,954	\$ 55,307	\$ 69,659
I	5	\$ 47,096	\$ 63,602	\$ 80,107
I	6	\$ 54,161	\$ 73,143	\$ 92,124
I	7	\$ 62,285	\$ 84,114	\$ 105,942
I	8	\$ 71,628	\$ 96,731	\$ 121,833
I	9	\$ 82,372	\$ 111,241	\$ 140,108
I	10	\$ 94,728	\$ 127,927	\$ 161,125
I	11	\$ 108,937	\$ 147,116	\$ 185,293
J	1	\$ 29,652	\$ 40,045	\$ 50,437
J	2	\$ 34,100	\$ 46,051	\$ 58,002
J	3	\$ 39,215	\$ 52,958	\$ 66,701
J	4	\$ 45,096	\$ 60,902	\$ 76,707
K	1	\$ 30,076	\$ 40,616	\$ 51,155
K	2	\$ 34,586	\$ 46,707	\$ 58,827
K	3	\$ 39,774	\$ 53,714	\$ 67,654
K	4	\$ 45,740	\$ 61,771	\$ 77,802
K	5	\$ 52,601	\$ 71,036	\$ 89,470
K	6	\$ 60,492	\$ 81,692	\$ 102,891
L	1	\$ 28,518	\$ 38,513	\$ 48,508
L	2	\$ 32,796	\$ 44,290	\$ 55,784
L	3	\$ 37,715	\$ 50,933	\$ 64,151
L	4	\$ 43,372	\$ 58,573	\$ 73,774
L	5	\$ 49,878	\$ 67,359	\$ 84,840
L	6	\$ 57,360	\$ 77,463	\$ 97,566
L	7	\$ 65,964	\$ 89,083	\$ 112,201
L	8	\$ 75,858	\$ 102,444	\$ 129,030
L	9	\$ 87,238	\$ 117,812	\$ 148,385
L	10	\$ 100,323	\$ 135,483	\$ 170,643
L	11	\$ 115,372	\$ 155,805	\$ 196,238
L	12	\$ 132,678	\$ 179,176	\$ 225,674
L	13	\$ 152,579	\$ 206,053	\$ 259,526
L	14	\$ 175,467	\$ 236,961	\$ 298,454
L	15	\$ 201,786	\$ 272,504	\$ 343,222
M	1	\$ 27,557	\$ 37,215	\$ 46,873
M	2	\$ 31,690	\$ 42,797	\$ 53,903

Structure	Grade	Minimum	Midpoint	Maximum
M	3	\$ 36,444	\$ 49,216	\$ 61,988
M	4	\$ 41,911	\$ 56,599	\$ 71,287
M	5	\$ 48,198	\$ 65,089	\$ 81,979
M	6	\$ 55,427	\$ 74,853	\$ 94,278
N	1	\$ 26,847	\$ 36,511	\$ 46,175
N	2	\$ 30,875	\$ 41,696	\$ 52,517
N	3	\$ 35,507	\$ 47,951	\$ 60,394
N	4	\$ 40,833	\$ 55,144	\$ 69,454
N	5	\$ 46,958	\$ 63,415	\$ 79,871
N	6	\$ 54,001	\$ 72,927	\$ 91,852
N	7	\$ 62,101	\$ 83,866	\$ 105,630
O	1	\$ 32,414	\$ 43,774	\$ 55,134
O	2	\$ 37,277	\$ 50,341	\$ 63,404
O	3	\$ 42,868	\$ 57,892	\$ 72,915
O	4	\$ 49,299	\$ 66,575	\$ 83,851
O	5	\$ 56,693	\$ 76,562	\$ 96,430
O	6	\$ 65,196	\$ 88,045	\$ 110,894
O	7	\$ 74,976	\$ 101,252	\$ 127,528
O	8	\$ 86,222	\$ 116,440	\$ 146,658
O	9	\$ 99,155	\$ 133,906	\$ 168,656



## APPENDIX D: SALARY RANGE ASSIGNMENTS

Assignment Grade	Title
A2	Coordinator
A2	Planetarium Lecturer
A3	Coordinator, Admissions & Recruitment
A3	Coordinator, Center for Career Management
A3	Coordinator, Preclinical/TESOL Placement
A3	Coordinator, STEM Outreach and Scholarships
A3	Coordinator, STEM Professional Services
A3	Coordinator, Student Enrichment and Diversity Programs
A3	Coordinator, Transition and Mentoring Programs
A3	Coordinator, International Student Services
A4	Assistant Director
A4	Assistant Director, Research Services
A4	Clinical Coordinator, Graduate Nursing Program
A4	Coordinator, Clinical & Student Services
A4	Coordinator, Mathematics Assistance Center (MAC)
A4	Internship Coordinator
A4	Program Coordinator OCAT
A4	Coordinator
A4	Assistant Director
A4	Assistant Director, International Admissions & Recruitment
A4	Assistant Director, International Student & Scholar Services
A4	Coordinator, Degree Audit Systems
A5	Assistant Director
A6	Police Academy Commander
C2	Assistant Director of Athletic Communications & Event Management
C2	Assistant Director, Athletic Communications
C2	Manager of Athletic Ticket Operations
C2	Manager of Athletic Ticket Sales
C2	Assistant Director, Marketing and Advertising
C2	Coordinator, Alumni Engagement
C2	Coordinator, Social Media and Communications
C3	Coordinator, External Relations and Continuing Education
C3	Program Coordinator, Strategic Communications
C4	Assistant Director, Communications
D1	Assistant Equipment Manager
D2	Assistant Athletic Trainer
D3	Equipment Manager
D3	Coordinator, Adventure Recreation
D3	Coordinator, Club Sports & Camps
D3	Coordinator, Fitness and Wellness
D3	Coordinator, Membership & Marketing
D4	Assistant Director, Athletic Marketing & Promotions

D4	Assistant Director, Athletics Sales & Event Management
D4	Assistant Director, Operations & Guest Services
E1	Coordinator
E2	Academic Advisor 1
E2	Athletic Academic Advisor
E2	Career and Academic Advisor 1
E2	Coordinator
E3	Academic Advisor 2
E3	Success Coordinator
E3	Senior Athletic Advisor
E4	Assistant Director
E4	Assistant Director, Student Outreach and Support
E4	Coordinator
E4	Coordinator, Career Development
E4	Coordinator, Career Management
E4	Coordinator, Teacher Licensure
E4	Program Advisor and Academic Coach
E4	Senior Academic Advisor 1
E4	Senior Career and Academic Advisor 1
E4	Case Manager
E5	Coordinator, MBA Programs
E5	Senior Academic Advisor 2
E6	Assistant Director
F6	Senior Project Manager
F6	University Architect
G3	Coordinator
G3	Coordinator, Housing and Residence Life
G3	Coordinator, Student Involvement
G3	Counselor, Financial Aid
G3	Counselor, Penguin Service Center
G4	Coordinator, Graduate Admissions
G4	Coordinator, Student Conduct
G4	Senior Coordinator, Graduate Administrative Affairs
G4	Assistant Director, Programming
G4	Senior Counselor, Penguin Service Center
G5	Assistant Director of Diversity for Recruitment and Admissions
G5	Assistant Director, Compliance Programs
G5	Assistant Director, Special Programs
G5	Assistant Director, Special Programs & Verifications
H4	Technology Trainer
H4	Web Developer
H5	Instructional Designer/Educational Technologist
H5	Systems Administrator 1, Educator Preparation Programs
H5	Technical Support & Instructional Designer

H5	Business Systems Administrator 1
H5	Coordinator, Technology and Training
H5	EIT Content Compliance and Training Specialist
H5	Student Systems Administrator, Registration Support Services
H6	Technology Support Engineer 1
H6	Website Manager/Portal Administrator
H7	Academic Information Systems Specialist
H7	Information Security Engineer
H7	Network Engineer
H7	Project Manager
H7	Software Integration Engineer
H7	Systems Engineer
H7	Technology Support Engineer
H8	IT Customer Services Architect
H8	Network Architect
H8	Senior Project Manager
H8	Software Integration Architect
H8	Systems Architect
I5	Research Analyst
I6	Molecular Biology Instrumentation Specialist
I6	Senior Instrumentation Specialist
J1	Assistant to the Director
J2	Costume Shop Specialist
J2	Studio Art Support Specialist
J3	Coordinator, Theater Productions
L2	Coordinator
L3	Coordinator
L3	Capital Funds Analyst
L3	Coordinator, Facility Operations
L4	Coordinator, Financial Systems
L4	Coordinator, Gifts Accounting
L4	Coordinator, Grants Accounting
L4	Coordinator, University Financial Reconciliations
L4	Payroll Coordinator
L4	Senior Buyer
L4	Senior Financial Analyst
L4	Assistant Director, Retail & Operations
L4	Budget Manager, Student Experience
L4	Assistant Director
L4	Wellness Program Coordinator
M1	Announcer and Producer
M2	Coordinator, Media Engineer & Technology
M4	Broadcast Engineer

N4	Coordinator, Chemical Lab and Safety
O1	Electronic Services Librarian
O2	Catalog Librarian
O2	Reference Librarian, Health & Human Services
O3	Acquisitions Librarian
O3	Manager, Information Literacy and Assessment Program
O3	Serials & Microform Librarian
O3	Systems Librarian

## APPENDIX E: GRIEVANCE FORMS

### GRIEVANCE FORM

# \_\_\_\_\_ \*

Date Filed: \_\_\_\_\_

☐ Filed through YSU-APAS Grievance Committee

☐ Filed independently of YSU-APAS

Name of Grievant: \_\_\_\_\_

Department: \_\_\_\_\_

Home Address: \_\_\_\_\_

Date Cause of Grievance Occurred: \_\_\_\_\_

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

Section of AGREEMENT Alleged to Have Been Violated:

Remedy Sought:

\_\_\_\_\_  
Grievant's Signature                      Date

cc: Grievant

YSU-APAS

Principal Administrative Officer

Dean/Executive Director

Department Head

Chief Human Resources Officer

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

**GRIEVANCE DISPOSITION FORM**

# \_\_\_\_\_

Date of Disposition: \_\_\_\_\_

Step: \_\_\_\_\_

TO \_\_\_\_\_  
Grievant

FROM: ☐ Department Head/Supervisor

☐ Principal Administrative Officer/  
Dean/Executive Director

☐ Chief Human Resources Officer

\_\_\_\_\_  
Name

RE: Grievance filed on: \_\_\_\_\_  
Date

**DISPOSITION**

cc:	Grievant	Dean/Executive Director
	YSU-APAS	Department Head
	Principal Administrative Officer	Chief Human Resources Officer

## GRIEVANCE DISPOSITION REACTION FORM

# \_\_\_\_\_

Date: \_\_\_\_\_

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

1. Check the appropriate box:

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

2. Signatures:

Grievant: \_\_\_\_\_ Date: \_\_\_\_\_

YSU-APAS Representative: \_\_\_\_\_ Date: \_\_\_\_\_  
(Optional, except for Step 3)

cc: Grievant  
YSU-APAS  
Principal Administrative Officer

Dean/Executive Director  
Department Head  
Chief Human Resources Officer

## **APPENDIX F: YSU EVALUATION OF APAS BARGAINING UNIT MEMBER INSTRUCTIONS**

**PURPOSE:** The primary purpose of the Professional/Administrative evaluation system is to record a formal evaluation of how well a staff member has performed his/her duties. Important subsidiary purposes are 1) to provide for regular discussions about individual performance and improvement thereof; 2) to provide formal recognition for a job well done; and 3) to provide information useful in making decisions concerning salary adjustments.

**FREQUENCY:** Evaluations are to be completed annually. A department head or supervisor may initiate an evaluation at any time one is deemed appropriate. An evaluation may also be performed at reasonable intervals upon a staff member's request.

**METHOD:** Each evaluation includes a progress check in and/or review meeting, which involves a candid discussion of the strengths and weaknesses of the individual being evaluated, which culminates in completion of the evaluation form. The person being evaluated is given full opportunity to provide additional insight into his/her performance as he/she perceives it. It is also recommended that the employee's job description be reviewed and updated at this time.

**RESPONSIBILITY FOR EVALUATION:** The evaluation of each Professional/Administrative staff member is completed by the person to whom the staff member reports, as reflected on the approved organizational chart of the area. Evaluations may be reviewed by administrative staff in the reporting line and by the divisional vice president.

**PERFORMANCE STANDARDS:** Professional/Administrative Staff Members shall be evaluated according to the following Program Objective Characteristics:

1. **PLANNING:** Establishes objectives and activities related to goals;
2. **ADMINISTRATION:** Completes objectives and activities as planned;
3. **COMMUNICATION:** Shares information with peers, subordinates, and superiors;
4. **INITIATIVE:** Assumes responsibility for taking appropriate action with minimal direction;
5. **EFFECTIVENESS:** Achieves assigned tasks;
6. **PROMPTNESS:** Meets established deadlines;
7. **INNOVATION:** Has new ideas about how to accomplish objectives;
8. **RELATIONSHIPS:** Has good working relationships with peers and others;
9. **ATTITUDE:** Displays positive and loyal attitude;
10. **RELIABILITY:** Can be depended upon to complete assigned tasks as scheduled; and
11. **PROFESSIONAL DEVELOPMENT:** Engages in activities to become or remain current in the field.

Additional Characteristics may be added that are specific to a Professional/Administrative Staff Member's existing position responsibilities, provided that they are reviewed with the Professional/Administrative Staff member during the initial review of the annual Performance Plan. The evaluation shall also list a Professional/Administrative Staff Member's Goals to be accomplished during the evaluation period.

Professional/Administrative Staff Members shall be evaluated on the following ratingscale:

1. Unsatisfactory
2. Need Improvement
3. Satisfactory
4. Exceeds Requirements
5. Outstanding

N/A = Not Applicable

It is recognized that no two departments in the University are identical. Thus, the meaning and application of terms such as "satisfactory" and "outstanding" will vary somewhat. Similarly, the application and importance of the eleven characteristics listed on the evaluation form will vary somewhat from department to department. It is expected, however, that standards will be applied consistently in the evaluation of comparable positions within a department or an area, and that each person being evaluated will have



the opportunity to acknowledge the plan created by the supervisor concerning the standards to be applied and the expectations of the evaluator.

FORMAT: The University reserves the right to change the format and the medium to display, use and store the evaluation.

OPTIONAL APPROACHES:

- a. *Self-Evaluation*: The person being evaluated may comment on each element or characteristic listed and evaluates information related to job performance for the period being evaluated. If a self-evaluation is completed, the evaluator reviews the self-evaluation and discusses it with the staff member.
- b. *Record of Goals, Objectives, and Activities*: In some instances it is appropriate to goals, objectives, and activities for the coming year. In such cases, they are recorded as part of the evaluation record. It is assumed that the next evaluation will include a review of the staff member's progress toward attainment of established goals, objectives, and activities.

DISPOSITION: A copy of the evaluation is electronically stored and available to the staff member at the time of completion for review and acknowledgement.

## APPENDIX G: INSURANCE BENEFITS

### Definitions:

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

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

Effective July 1, 2021 and ending June 30, 2022:

Medical = Expected Claims Liability + (Expected Claims Liability x 3-3/4%) + Fixed Costs.

Rx = Expected Claims Liability + (Expected Claims Liability x 3-3/4%) + Fixed Costs

Dental = Fully insured rate as set forth by the dental insurance carrier

Vision = Fully insured rate as set forth by the vision insurance carrier

Should the dental or vision plans become self-insured in the future, the funding rates for those plans will be determined as follows:

Dental= Expected Claims Liability + (Expected Claims Liability x 3.75%) + Fixed Costs

Vision= Expected Claims Liability + (Expected Claims Liability x 3.75%) + Fixed Costs

**Funding Rates** are based on a structure that includes Employee Only; Employee + One Dependent; and Family (Employee + two or more dependents).

**Expected Claim Liability** is determined by the stop loss carrier and/or Third Party Administrator (TPA) for the Contract Period, and/or actuary for the health care consultant.

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

**Fixed Costs** = Administrative Costs + Stop Loss Premiums

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

Effective with the proposed Plan changes, and future

### Reserve

The University will maintain a health care Reserve in accordance with the guidelines outlined in the HCAC Target Reserve Policy.

### HCAC Target Reserve Policy

#### I. Components of the Target Reserve:



- a. **IBNR Reserves** - represent the funds necessary to cover claims Incurred But Not Reported. For purposes of this contract, IBNR Reserves = 2.5 months of Expected Claims for medical, prescription drug, dental and vision claims. These are claims for which members have received services but the claims have not been

paid or billed to the University; and

- b. **Margin** - represents the difference between the Maximum Claim Liability (applies to medical only) and Expected Claims Liability set by the University's consultant. This amount is calculated by multiplying Expected Claims Liability by 125%.
- II. Targeted Reserves should be expressed as a range from Optimistic, Intermediate to Pessimistic to reflect the potential for variance.
- III. Funding of the Reserve should target the Intermediate Targeted Reserve Level of 35% of projected annual costs.
- IV. This Reserve Policy should be integrated in the annual Funding Level Calculations:
- A three-year projection of the Targeted Reserves should be used to effectively plan and adjust accounts through premium increase or decreases;
  - Should the reserve balance exceed 45% of the average of the annual actual cost, the Health Care Advisory Committee shall consider options, including premium holidays, and make recommendations intended to reduce the reserve balance. The average of the annual actual cost is defined to be the three-year average of the annual actual cost required to operate the health care plan for the previous three fiscal years. The annual actual costs for a particular fiscal year includes claims or premium costs including stop loss insurance, administrative expenses incurred from vendors and consultants, wellness expenditures, all legally required fees and taxes associated with the health care plan, and other expenses that may be required to effectively operate the health care plans.
  - Should the reserve balance fall below 25% of the projected annual costs, the Health Care advisory Committee may consider options and make recommendations intended to raise the reserve balance.
- V. An actuarial consultant will confirm annually that the reserve policy is properly aligned with the stop loss coverage and to identify risks associated with the coordinated policies.

## EMPLOYEE CONTRIBUTIONS

Effective July 1, 2021, all bargaining unit members shall contribute fifteen (15) percent of the fully insured equivalent rate for their subscriber selections. Payments shall be deducted in equal amounts for each eligible bargaining unit members' semi-monthly paychecks.

 <b>MEDICAL MUTUAL OF OHIO</b> AND ITS FAMILY OF COMPANIES		Youngstown State University Plan Year beginning July 1, 2021 PPO 90/10 In-Network Plan 70/30 Out-of-Network Plan		
Benefits		Network	Non-Network	
Benefit Period		January 1st through December 31st		
Dependent Age		Up to Age 26 Removal upon End of Month		
Older Age Child		Ages 26 - 28 Removal upon End of Month (cost of coverage at the employee's expense)		
Pre-Existing Condition Waiting Period		Not Applicable		
Blood Pint Deductible		0 pints		
Overall Annual Benefit Period Maximum		Unlimited		
3 month Deductible Carryover		Not Covered		

Benefit Period Deductible – Single/Family <sup>1</sup>	\$250/\$500	\$425/\$950
Coinsurance	90%	70%
Coinsurance Out-of Pocket Maximum (Excluding Deductible) – Single/Family	\$925/\$1,725	\$2,000/\$4,000
Total Medical Out-of-Pocket Maximums – (Including Deductible) -Single/Family	\$1,175/\$2,225	\$2,425/\$4,950
-Maximum Out-of-Pocket (MOOP) <sup>5</sup> Including deductible, Coinsurance Out-of-Pocket Maximums and Copays) Single/Family	\$6,600 / \$13,200	Does not apply
Physician/Office Services		
Office Visit (Illness/Injury) <sup>2,5</sup>	\$15 copay, then 100%	70% after deductible
Urgent Care Office Visit <sup>2,5</sup>	\$15 copay, then 100%	70% after deductible
Advanced Practicing Nurse/Office Visit <sup>2,5</sup>	\$10 copay, then 100%	70% after deductible
All Immunizations – Medically Necessary	90% after deductible	70% after deductible
Administration of H1N1	100%	
Preventive Services		
Preventive Services, in accordance with state and federal law <sup>3</sup>	100%	70% after deductible
Routine Physical Exams (Age 21 and over)	100%	70% after deductible
Well Child Care Services including Exams, Well Child Care Immunizations and Laboratory Tests ( To age 21)	100%	70% after deductible
Routine X-rays, Labs and Medical Tests	100%	70% after deductible
Routine Colonoscopy	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine PSA Test	100%	70% after deductible
Routine Vision Exam (One per benefit period)	100%	70% after deductible
Routine Hearing Exam (One per benefit period)	100%	70% after deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical Therapy & Occupational Therapy - Facility and Professional (40 visits combined per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room <sup>4,5</sup>	\$75 copay, then 100%	
Non-Emergency use of an Emergency Room	90% after deductible	70% after deductible
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity Services	90% after deductible	70% after deductible
Skilled Nursing Facility	90% after deductible	70% after deductible
Human Organ Transplants	90% after deductible	70% after deductible

<b>Additional Services</b>				
Allergy Testing		90% after deductible	70% after deductible	
Allergy Treatments		90% after deductible	70% after deductible	
Ambulance Services includes Air		90% after deductible	70% after deductible	
Durable Medical Equipment / Medical Supplies		90% after deductible	70% after deductible	
Home Healthcare		90% after deductible	70% after deductible	
Hospice Services		90% after deductible	70% after deductible	
Private Duty Nursing		90% after deductible	70% after deductible	
Weight Loss Services (including complications from weight loss surgical services)		90% after deductible	70% after deductible	
<b>Mental Health and Substance Abuse – Federal Mental Health Parity</b>				
Inpatient Mental Health and Substance Abuse Services	<b>Benefits paid are based on corresponding medical benefits</b>			
Outpatient Mental Health and Substance Abuse Services				
<b>Prescription Drug</b>		<b>A Network Provider (You will pay the least)</b>	<b>A Non-Network Provider ( You will pay the most</b>	
	Generic copay - home delivery Tier 1	\$10	Does Not apply	Covers up to a 90-day supply.
	Preferred brand copay – retail Tier 2	25% to maximum of \$30	Does not apply	Covers up to a 30-day supply.
	Preferred brand copay – home delivery Tier 2	25% to a maximum of \$60	Does not apply	Covers up to a 90-day supply.
	Non-Preferred brand copay – retail Tiers 3	25% to a maximum of \$70	Does not apply	Covers up to a 30-day supply.
	Non Preferred brand copay – home delivery Tier #	25% to a maximum of \$175	Does not apply	Covers up to a 90-day supply.
	Specialty Drugs	Applicable drug tiers copay applies	Does not apply	Covers up to a 30-day supply.

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

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

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

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

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

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

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



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

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

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

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

5 Copays apply to the Maximum Coinsurance Out-of-Pocket (MOOP) \$6,600-Single / \$13,200-Family – Affordable Care Act.

<div>  <b>MEDICAL MUTUAL OF OHIO</b>  AND ITS FAMILY OF COMPANIES </div> <div> Youngstown State University  Plan Year beginning July 1, 2022  PPO  85/15 In-Network Plan  60/40 Out-of-Network Plan </div> <div>  </div>		
Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age	Up to Age 26 Removal upon End of Month	
Older Age Child	Ages 26 - 28 Removal upon End of Month (cost of coverage at the employee's expense)	
Pre-Existing Condition Waiting Period	Not Applicable	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Not Covered	
Benefit Period Deductible – Single/Family <sup>1</sup>	\$350/\$700	\$1,600/\$3,200
Coinsurance	85%	60%]
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,000/\$2,000	Eliminated
Total Medical Out-of-Pocket Maximums – (Including Deductible) -Single/Family	\$1,350/\$2,700	Does not apply
-Maximum Out-of-Pocket (MOOP) <sup>5</sup> Including deductible, Coinsurance Out-of-Pocket Maximums and Copays) Single/Family	\$6,600 / \$13,200	\$8,600/\$16,000
Physician/Office Services		
Office Visit (Illness/Injury) <sup>2,5</sup>	\$20 copay, then 100%	60% after deductible
Urgent Care Office Visit <sup>2,5</sup>	\$20 copay, then 100%	60% after deductible

Advanced Practicing Nurse/Office Visit 2,5	\$15 copay, then 100%	60% after deductible
All Immunizations – Medically Necessary	85% after deductible	60% after deductible
Administration of H1N1	100%	
Preventive Services		
Preventive Services, in accordance with state and federal law <sup>3</sup>	100%	60% after deductible
Routine Physical Exams (Age 21 and over)	100%	60% after deductible
Well Child Care Services including Exams, Well Child Care Immunizations and Laboratory Tests ( To age 21)	100%	60% after deductible
Routine X-rays, Labs and Medical Tests	100%	60% after deductible
Routine Colonoscopy	100%	60% after deductible
Routine Mammogram (One per benefit period)	100%	60% after deductible
Routine Pap Test (One per benefit period)	100%	60% after deductible
Routine PSA Test	100%	60% after deductible
Routine Vision Exam (One per benefit period)	100%	60% after deductible
Routine Hearing Exam (One per benefit period)	100%	60% after deductible
Outpatient Services		
Surgical Services	85% after deductible	70% after deductible
Diagnostic Services	85% after deductible	70% after deductible
Physical Therapy & Occupational Therapy - Facility and Professional (40 visits combined per benefit period)	85% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	85% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	85% after deductible	70% after deductible
Cardiac Rehabilitation	85% after deductible	70% after deductible
Emergency use of an Emergency Room <sup>4,5</sup>	\$200 copay, then 100%; waived if admitted	
Non-Emergency use of an Emergency Room	85% after deductible	70% after deductible
Inpatient Facility		
Semi-Private Room and Board	85% after deductible	60% after deductible
Maternity Services	85% after deductible	60% after deductible
Skilled Nursing Facility	85% after deductible	60% after deductible
Human Organ Transplants	85% after deductible	60% after deductible
Additional Services		
Allergy Testing	85% after deductible	60% after deductible
Allergy Treatments	85% after deductible	60% after deductible
Ambulance Services includes Air	85% after deductible	60% after deductible
Durable Medical Equipment / Medical Supplies	85% after deductible	60% after deductible
Home Healthcare	85% after deductible	60% after deductible
Hospice Services	85% after deductible	60% after deductible
Private Duty Nursing	85% after deductible	60% after deductible
Weight Loss Services (including complications from weight loss surgical services)	85% after deductible	60% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical	



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

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

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

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

5 Copays apply to the Maximum Coinsurance Out-of Pocket (MOOP) \$6,600-Single / \$13,200-Family – Affordable Care Act.

**PRESCRIPTION DRUG COVERAGE**  
(typically mail-in/90-day supply is 2 times 30-day supply)

	A Network Provider (You will pay the least)	A Non-Network Provider ( You will pay the most)	
Generic Copay – retail Tier 1	20% up to a maximum of \$5	Does not apply	Covers up to a 30-day supply
Generic copay - home delivery Tier 1	20% up to a maximum of \$15	Does Not apply	Covers up to a 90-day supply.
Preferred brand copay – retail Tier 2	25% to maximum of \$35	Does not apply	Covers up to a 30-day supply.
Preferred brand co-pay – home delivery Tier 2	25% to a maximum of \$70	Does not apply	Covers up to a 90-day supply.
Non-Preferred brand copay – retail Tiers 3	25% to a maximum of \$75	Does not apply	Covers up to a 30-day supply.
Non Preferred brand copay – home delivery Tier #	25% to a maximum of \$180	Does not apply	Covers up to a 90-day supply.
Specialty Drugs	Applicable drug tiers copay applies	Does not apply	Covers up to a 30-day supply.

**Definitions:**

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

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

Effective July 1, 2022 and ending June 30, 2024:

Medical = Expected Claims Liability + (Expected Claims Liability x 3-3/4%) + Fixed Costs.

$$\text{Rx} = \text{Expected Claims Liability} + (\text{Expected Claims Liability} \times 3\text{-}3\text{/}4\%) + \text{Fixed Costs}$$

Dental= Fully insured rate as set forth by the dental insurance carrier

Vision = Fully insured rate as set forth by the vision insurance carrier

Should the dental or vision plans become self-insured in the future, the funding rates for those plans will be determined as follows:

Dental= Expected Claims Liability + (Expected Claims Liability x 3.75%) + Fixed Costs

Vision= Expected Claims Liability + (Expected Claims Liability x 3.75%) + Fixed Costs

**Funding Rates** are based on a structure that includes Employee Only; Employee + One Dependent; and Family (Employee + two or more dependents).

**Expected Claim Liability** is determined by the stop loss carrier and/or Third Party Administrator (TPA) for the Contract Period, and/or actuary for the health care consultant.

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

**Fixed Costs** = Administrative Costs + Stop Loss Premiums

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

Effective with the proposed Plan changes, and future

## Reserve

The University will maintain a health care Reserve in accordance with the guidelines outlined in the HCAC Target Reserve Policy.

## HCAC Target Reserve Policy

- VI. Components of the Target Reserve:
  - a. **IBNR Reserves** - represent the funds necessary to cover claims Incurred But Not Reported. For purposes of this contract, IBNR Reserves = 2.5 months of Expected Claims for medical, prescription drug, dental and vision claims. These are claims for which members have received services but the claims have not been paid or billed to the University; and
- VII. Targeted Reserves should be expressed as a range from Optimistic, Intermediate to Pessimistic to reflect the potential for variance.
- VIII. Funding of the Reserve should target the Intermediate Targeted Reserve Level of 35% of projected annual costs.
- IX. This Reserve Policy should be integrated in the annual Funding Level Calculations:
  - b. A three-year projection of the Targeted Reserves should be used to effectively plan and adjust accounts through premium increase or decreases;

- c. Should the reserve balance exceed 45% of the average of the annual actual cost, the Health Care Advisory Committee shall consider options, including premium holidays, and make recommendations intended to reduce the reserve balance. The average of the annual actual cost is defined to be the three-year average of the annual actual cost required to operate the health care plan for the previous three fiscal years. The annual actual costs for a particular fiscal year includes claims or premium costs including stop loss insurance, administrative expenses incurred from vendors and consultants, wellness expenditures, all legally required fees and taxes associated with the health care plan, and other expenses that may be required to effectively operate the health care plans.
  - d. Should the reserve balance fall below 25% of the projected annual costs, the Health Care advisory Committee may consider options and make recommendations intended to raise the reserve balance.
- X.** An actuarial consultant will confirm annually that the reserve policy is properly aligned with the stop loss coverage and to identify risks associated with the coordinated policies.

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

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

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

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

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

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

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

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## APPENDIX H: EMERGENCY SICK LEAVE BANK FORMS

### YSU APAS Emergency Sick Leave Bank (ESLB)

#### ~ Application for APAS ESLB Membership/Renewal ~

**TO: Chief Human Resources Officer**

Please enroll me as a member of the YSU APAS Emergency Sick Leave Bank.

I have read Article 7.11 of the YSU/YSU-APAS *Agreement*. I agree to voluntarily donate \_\_\_\_\_ hours\* of my accumulated and unused sick leave to the ESLB for this fiscal year. I understand that the donated hours are not returnable. Further, I understand and agree that my decision cannot be rescinded or withdrawn.

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

\*Full time employees: 8 hours

\*Part time employees: the number of hours equivalent to one work day.

Employee Name (please print): \_\_\_\_\_

Employee ID Number \_\_\_\_\_

Job Title \_\_\_\_\_

Department: \_\_\_\_\_

Email address: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### **DEADLINE FOR SUBMISSION: JULY 31**

*(Or, within one month after becoming eligible for ESLB membership)*

#### **HUMAN RESOURCES' USE:**

\_\_\_\_\_ APAS ESLB Master List record noted.

\_\_\_\_\_ Acknowledgement email to employee

INITIALS: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX I: EMERGENCY SICK LEAVE BANK USE FORMS

### **Application of Use of Emergency Sick Leave**

*Check Union Affiliation:*

- ☐ Association of Classified Employees - ACE
- ☐ Association of Professional/Administrative Staff – APAS
- ☐ Ohio Education Association – OEA

**To: Chief Human Resources Officer**

I wish to apply for \_\_\_\_\_ hours from the Emergency Sick Leave based on my respective union contract to be used for my illness/injury or because of illness/injury in my immediate family as follows:

Estimated duration of leave: \_\_\_\_\_

Explanation of illness/injury:

NAME (printed): \_\_\_\_\_

Banner ID Number: \_\_\_\_\_

Supervisor Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Please attach the physician's statement regarding said illness/injury.*

**TO: Chief Human Resource Officer or Designee**

The above ESL member has been approved by the appropriate ESL Committee to use \_\_\_\_\_ hours.

Signed (Chair, ESL Committee): \_\_\_\_\_

Date: \_\_\_\_\_

C: ESL HR File

## APPENDIX J: STAFF DEVELOPMENT PROCEDURE FORM

### Staff Development Procedure for Full-Time APAS Bargaining Unit Members

1. Pursuant to Section 6.3 of the collective bargaining agreement, a bargaining unit member who wishes to attend a conference, seminar, workshop or other professional development opportunity will complete the staff professional development application. (If the staff development opportunity involves travel the bargaining unit member will also complete a travel expense report (TER) prior to traveling.)
2. The application will then be reviewed by the employee's immediate supervisor who either approves or denies the request.
3. If approved by the supervisor, and if he or she is not the signature authority, the application will then be forwarded to the signature authority of the funding source for approval.
4. The cost of the professional development should be charged to the department's FOAPAL, using the following 2 account codes, in order to accurately record the expense:  
  
701309 APAS Travel - this is professional development/training that requires an APAS union member to travel.  
  
701946 APAS Professional Development Without Travel - this is for payments to third parties for webinars, seminars, self-study courses and continuing professional education where no travel is involved for members of the APAS union. This includes material costs paid by the department when fee remission is used. See account 701309 for APAS travel.  
  
According to the agreement, the university agrees to pay an amount not to exceed \$500.00 each fiscal year for any full-time employee whose request for staff development is approved in accordance with Section 6.3.
5. These expenses are subject to audit review. Therefore, the original application should be kept on file in the department that incurred the related expense.

Name: \_\_\_\_\_

Department: \_\_\_\_\_

Staff Professional Development Opportunity: \_\_\_\_\_

Location: \_\_\_\_\_

Dates: \_\_\_\_\_

Costs of Attendance: \_\_\_\_\_

Fees: \$ \_\_\_\_\_

Lodging: \$ \_\_\_\_\_

Travel: \$ \_\_\_\_\_

Meals: \$ \_\_\_\_\_

Total Request: \$ \_\_\_\_\_

Signature of Bargaining Unit Member \_\_\_\_\_ Date \_\_\_\_\_

Signature of Immediate Supervisor \_\_\_\_\_ Date \_\_\_\_\_

☐ Approve ☐ Disapprove

Signature of Account Authority \_\_\_\_\_ Date \_\_\_\_\_

☐ Approve ☐ Disapprove

Amount Approved: \$ \_\_\_\_\_

FOAPAL Number: \_\_\_\_\_





## APPENDIX K: PERSONAL DATA CHANGE FORM



**YOUNGSTOWN  
STATE  
UNIVERSITY**

One University Plaza, Youngstown, Ohio 44555  
Office of Human Resources

**Print**

### EMPLOYEE AUTHORIZATION TO CHANGE PERSONAL DATA

YSU Employee Banner Number:  Today's Date:

Last Name:  First Name:  Middle Name:

Department:  Phone Ext./Number:

**Please check all that apply:** ☐ Current Employee ☐ Full-time ☐ Classified Staff ☐ Faculty  
☐ Previous Employee ☐ Part-time ☐ Professional/Administrative

Enter **NEW NAME** information below. (May require Legal document.)

Salutation: ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr. Effective Date:

Last Name:

First Name:

Middle Name:

Reason for Name Change ☐ Marriage ☐ Divorce ☐ Legal Action

Enter **NEW ADDRESS** and/or **PHONE NUMBER** information below.

Address Type (check all that apply): ☐ Permanent ☐ Mailing ☐ Billing Effective Date:

Street Address:  Apt. Number:

City:  State  Zip Code:

Phone Number:

We are required by Ohio Law [Ohio Revised Code Section 5747.06 (E)] to request of all employees the public school district in which they reside. Your exemptions for school district tax withholding remain the same as they are for state income tax withholding purposes. To locate your school district tax, please click on the following link to the [Ohio Department of Taxation](#).

Does this move result in a change of school district? ☐ Yes ☐ No ☐ Unknown

School District of Residence  School District Number

**NOTE: Any changes to Benefits Information please contact the YSU Benefits Office at (330) 941-3748.**

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

**Please print, sign and send completed form to the Office of Human Resources for processing and distribution.**

Original - Human Resources; Copies: (1) Payroll (2) Employee's Department (3) Benefits

Source: Human Resources (Employee Processing Center) --- Revised 02/15/21

## APPENDIX L: DIRECT DEPOSIT AUTHORIZATION



### Authorization for Direct Deposit of Pay

This form or an electronic version must be submitted at the time of initial hire or any time banking information changes. Allow two weeks for processing this request. Your pay stub may be viewed through the YSU Portal.

I, \_\_\_\_\_, authorize Youngstown State University (YSU) to initiate direct deposit of my net pay to the financial institution(s) and account number(s) specified below. In the event YSU deposits funds erroneously into my account(s), I authorize YSU to debit my account(s) for an amount not to exceed the original amount of credit. I agree to indemnify YSU against any loss sustained by me by reason of such action. I understand that YSU maintains the right to terminate, suspend, or amend the direct deposit program in whole or in part at any time.

<b>Employee Information</b>	Employee Name _____
	Banner ID# _____
	Campus Department _____ Phone _____

<b>Action Requested</b>	Select One
	<input type="radio"/> Enroll <input type="radio"/> Cancel <input type="radio"/> Change

<b>Bank Information</b>	<small>Note: You may choose up to three financial institutions or accounts for deposit of your pay. If you choose two or more, you must specify a dollar amount to be deposited into the first account(s); the remainder of your net pay will go into the account with no dollar amount specified.</small>			
	Select One	<input type="radio"/> Checking	<input type="radio"/> Checking	<input type="radio"/> Checking
		<input type="radio"/> Savings	<input type="radio"/> Savings	<input type="radio"/> Savings
	Bank Name _____			
	Bank Routing Number _____			
	Bank Account Number _____			
	Amount To Be Deposited _____			
	Signature (Required) _____		Date _____	

Payroll Office Use Only    Entered into system on \_\_\_\_\_ by \_\_\_\_\_

	<b>ATTACH YOUR VOIDED CHECK HERE</b>  <b>RETURN COMPLETED FORM TO THE PAYROLL OFFICE</b>
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## APPENDIX M: DISTINGUISHED SERVICE RUBRIC

**APAS Distinguished Service Rubric**

Award points to each nominee based on the criteria below:									
		nominee #1	nominee #2	nominee #3	nominee #4	nominee #5	nominee #6	nominee #7	nominee #8
<b>Service to the University (70%)</b>	<b>Potential Points</b>								
Excellence in performing job duties beyond what is required	30								
Contributions to the University beyond the scope of one's position (e.g., participation in University committees, events or initiatives)	25								
Demonstrated commitment to the University (actions, behaviors positively represent YSU)	15								
<b>Leadership Qualities (20%)</b>									
Serves as a role model for colleagues (e.g., encourages or demonstrates standards of excellence; mentoring, motivating, coaching others)	10								
Development focus (e.g., participates in personal and/or professional development activities; supporting positive change within the department or University)	10								
<b>Community Involvement (10%)</b>									
Community service or involvement beyond the scope of one's duties at YSU	10								
<b>Total points</b>	<b>100</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>