



SPECIAL BOARD OF TRUSTEES' MEETING

**Tuesday, July 14, 2015
3:30 p.m.**

**Tod Hall
Board Meeting Room**

AGENDA

- A. Roll Call
- B. Proof of Notice of Meeting
- C. Disposition of Minutes for Meeting Held June 17, 2015 will be Deferred until the Next Meeting
- D. Report of the Committees of the Board
 - 1. University Affairs Committee
 - a. Resolution to Ratify Youngstown State University Association of Professional/Administrative Staff Labor Agreement
- E. Communications and Memorials
- F. Unfinished Business
- G. New Business
- H. Chairperson's Remarks
- I. Dates and Times of Upcoming Regular Meetings of the Board
 - Tentative Meeting Dates: 3 p.m., Thursday, September 24, 2015
 - 3 p.m., Wednesday, December 16, 2015
 - 3 p.m., Wednesday, March 16, 2016
- J. Adjournment



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

WHEREAS, the three-year collective bargaining Agreement between the Association of Professional/Administrative Staff (“APAS”) and Youngstown State University (“University”) expired on June 30, 2015; and

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

WHEREAS, a tentative collective bargaining Agreement for the three-year period July 1, 2015 through June 30, 2018 has been reached between the APAS and the University;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby ratify the collective bargaining Agreement, as shown in Exhibit A, between the APAS union and the University for the period July 1, 2015 through June 30, 2018.

**Board of Trustees Meeting
July 14, 2015
YR 2015-**

Agenda Item D.1.a

AGREEMENT

between

YOUNGSTOWN STATE UNIVERSITY

and

YOUNGSTOWN STATE UNIVERSITY

ASSOCIATION

OF

PROFESSIONAL/ADMINISTRATIVE STAFF

Effective

July 1, 2015 through June 30, 2018

Youngstown State University does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity and/or expression, disability, age, religion or veteran/military status in its programs or activities. Please visit www.ysu.edu/ada-accessibility

**Agenda Item D.1.a
Exhibit A**

ARTICLE 1
AGREEMENT and RECOGNITION

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

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

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

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

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

ARTICLE 2
SCOPE OF UNIT

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

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

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

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

**ARTICLE 3
TERM OF AGREEMENT**

3.1: Upon ratification by the parties, this Agreement shall become effective at 12:01 a.m. on July 1, 2015~~2~~, and shall remain in effect until 11:59 p.m. on June 30, 2015~~8~~.

3.2: Successor Agreement: On or before January 1, 2015~~8~~, 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, 2015~~5~~, 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, 2012 through June 30, 2013 the base salaries of all bargaining unit members will remain frozen. Effective July 1, 2015 through June 30, 2017 the base salaries of all full time and part time employees shall be frozen.~~

~~B) Effective July 1, 2013 the University will increase the 2013—2014 base salaries of all full-time employees covered by this agreement by two percent (2%).~~ **Lump Sum Payments:-** Bargaining unit members shall receive a one-time (not on the base) lump sum payment in the following amounts and under the following circumstances:

1. ~~Should the University negotiate or implement during the term of this Agreement the conversion from the current, income-based, floor/ceiling health insurance benefits employee premium cost share formula to a flat percentage rate for all employees, then each full-time bargaining unit member paying for health insurance benefits who is in active employment or on an approved leave of absence as of July 1, 2017, shall receive a lump sum payment according to the following formula based upon the overall net savings or cost to each employee from the conversion to the 10/20 floor/ceiling and the transition to the flat percentage rate based upon 15%:~~

<u>Net Costs/Savings</u>	<u>Amount of Lump Sum Payment</u>
<u>\$1,000.00 or more net cost</u>	<u>\$3,000.00</u>
<u>\$501.00-\$999.00 net cost</u>	<u>\$2,000.00</u>
<u>\$0.00-\$500.00 net cost</u>	<u>\$1,000.00</u>
<u>\$1.00-\$500.00 net savings</u>	<u>\$250.00</u>
<u>\$500.01 or more net savings</u>	<u>\$0.00</u>

~~Full-time and part-time bargaining unit members not paying for health insurance benefits as of July 1, 2017 shall receive lump sum payments of \$250.00 and \$125.00, respectively.~~

2. ~~Should the University not negotiate or implement during the term of this Agreement the conversion from the current, income-based, floor/ceiling health insurance benefits employee premium cost share formula to a flat percentage rate for all employees, then the University shall pay a \$1,000.00 lump sum payment to each full-time bargaining unit member who is in active employment or on~~

approved leave of absence on July 1, 2017. Part-time employees shall receive the following pro-rated shares: .50-.74 FTE: \$500.00; .75-.99 FTE: \$750.00.

3. Payment of the lump sum shall be made on the second pay day following the later of July 1, 2017 or the ratification of both the ACE and Faculty labor agreements or the University's implementation of terms of conditions of employment following impasse in negotiations.
4. If permitted by applicable law, employees receiving a lump sum payment shall be entitled, consistent with law, to defer all or a portion of the lump sum payment to a 403(b) deferred compensation account.

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

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

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

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

4.5: Initial Appointment of Full-Time Employees: An individual may be hired at an initial salary and Salary Range assignment appropriate to the structure and grade to which he/she is appointed. The job

posting shall include the entire salary range of the position. In establishing the initial salary, the University shall take into consideration, among other factors, the previous experience and the educational background of the individual being hired in keeping with the recommendations made in the 2002-2003 Salary Study, as well as the salaries of other members of the bargaining unit serving in the same structure and grade.

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

4.7: Distinguished Service Program:

- A) **Selection of Recipients:** Each year, up to six (6) full-time members and one (1) part-time member of the bargaining unit shall be granted a Distinguished Service Award in recognition of outstanding performance of their duties. Effective July 1, 2017, the maximum number of awards shall be increased to twelve (12) full-time and two (2) part-time members. The recipients shall be selected by a three (3) member Distinguished Service Committee, which shall be chaired by the President of the University or his/her designee, with one member designated by the President of YSU-APAS, and the third member designated by the first two members.
- B) **Full-time Bargaining Unit Member Eligibility:** Full-time Bargaining unit members must have three (3) ~~five (5)~~ complete years of University service by March 1, of the selection year. A complete year of service will be credited provided the individual serves a minimum of three-fourths (3/4's) of the normal contract year, exclusive of extended sick leave and leave without pay. Criteria for award eligibility are delineated in Appendix N to this Agreement.
- C) **Part-time Bargaining Unit Member Eligibility:** Part-time bargaining members must have completed the equivalent of three (3) years of University service within the bargaining unit by March 1 of the selection year (i.e., .50 FTE bargaining unit members would be eligible after six (6) years of service). A year of service will be credited provided the individual serves a minimum of three-fourths (3/4's) of the normal contract year, exclusive of extended sick leave and leave without pay; if the bargaining unit member is under contract for less than twelve (12) months each year, the years of service will be prorated. For example, if an employee worked nine (9) months each year at .75 FTE for five years, he/she would receive $[(.75 \times 9/12) \times 5] = 2.81$ years of credit.
- D) **Nominations:** Candidates for the Distinguished Service Award may be nominated by a YSU student, a YSU employee, the employee's supervisor, or a YSU alumnus/alumnae. However, an employee may not nominate himself/herself. Such nominations shall be made on a form made on a form designed by the APAS DSA Committee, and available in the Office of the Chief Human Resources Officer. 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 his/her individual base salary in the next contract year. However, a full-time employee who is already at or in excess of the maximum rate of pay for his/her pay grade shall receive a full stipend of \$2000 and no additional money will be added to his/her base salary in the next contract year. A full-time

employee who is almost at the maximum will be increased to the maximum in the next contract year. However, the remainder of the \$1000 will also be treated as a stipend. A part-time recipient shall receive a stipend of \$1000. A full-time bargaining unit member retiring before July 1 of the next contract year shall receive a full stipend of \$2000.

- F) **Announcement of Award:** The President of the University shall make an appropriate public announcement of the awards each year.
- G) **Frequency of Award:** There shall be no restriction on the number of times an individual may receive a Distinguished Service Award.

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

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

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

ARTICLE 5 INSURANCE BENEFITS

5.1: Summary of Coverage:

A. Eligibility: All group insurance benefits provided in this Agreement and described in the health, dental, and life insurance booklets 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 or domestic partners (for purposes of this article, the term "domestic partner" shall apply to same sex domestic partners only) and unmarried, financially dependent children to age 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 D 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. ~~If As a condition of eligibility for coverage under the University's group medical and/or prescription drug plan(s) ("University Coverage"), if an employee's spouse is eligible to participate, as a for group medical and/or prescription drug coverage sponsored, maintained and/or provided by the spouse's current employee, employer, former employer (for retirees), or business for self-employed individual/individuals (other than a sole proprietor) in a business (e.g., partner), or retiree in a group medical and/or prescription drug insurance~~

~~sponsored by his/her employer, business, or employer's retirement plan, proprietors~~ (collectively or individually, "Employer Coverage"), the spouse must enroll for at least single coverage in such ~~group medical and prescription drug insurance if his/her Employer Coverage~~ unless he/she is not eligible for entitled to Medicare on or before January 1, 2012. The use of the word "spouse" in this Article refers to a traditional spouse as well as a same-sex domestic partner.

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

- b. ~~This~~ 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 ~~the group medical and/or prescription drug insurance sponsored by his/her employer, business or employer's retirement plan.~~ 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 ~~a group medical and/or prescription drug insurance sponsored by his/her employer, business or employer's retirement plan~~ Employer Coverage, that coverage will become the primary plan and the ~~coverage sponsored by 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.
- ~~d. Any spouse who fails to enroll in any group medical and/or prescription drug insurance coverage sponsored by his/her employer, business or employer's retirement plan, as required by this section, shall be ineligible for benefits under such group medical and prescription drug insurance coverage sponsored by the University.~~
2. ~~It is the employee's responsibility to advise the Plan via the University's Human Resources Office immediately (and not later than 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in group medical health insurance and/or prescription drug insurance sponsored by his/her employer, business, or employer's retirement plan.~~ Employer Coverage. Upon becoming eligible, the employee's spouse must enroll in ~~group medical and/or prescription insurance sponsored by his/her employer, business, or employer's retirement plan~~ Employer Coverage unless he/she is exempt from this requirement in accordance with the exemptions stated in this section.
3. Every bargaining unit member whose spouse participates in the University's group medical and/or prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether his/her spouse is eligible ~~to participate in group medical and/or prescription drug insurance coverage sponsored by the spouse's employer, business, or employer's retirement plan.~~ 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 ~~the University's medical insurance and/or prescription drug insurance coverage.~~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 Plan via the chief human resources officer of a change in the eligibility of the employee's spouse for group medical and/or prescription drug insurance sponsored by his/her employer, business or employer's retirement plan~~ If a bargaining unit member submits false material information or fails to timely advise the Plan via the Chief Human Resources Officer or his or her 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 providing medical and prescription drug benefits to Coverage to which the employee's spouse to which they are not entitled, the employee's spouse will be disenrolled 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. ~~In addition, the bargaining unit member's spouse will be terminated immediately from the group medical and/or prescription drug insurance sponsored by the University. If 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 upon request from the Human Resources Office.
6. For purposes of salary deduction toward premium cost sharing, families in which both spouses are employed by YSU have the option either to be treated as only one employee, employee + one, or family, or to select individual coverage and for each to pay the single salary share of the premium. The use of the word "spouse" in this Article refers to a traditional spouse as well as a same-sex domestic partner.
7. If one spouse/domestic partner works for YSU and the other does not, the children remain on the YSU insurance. If both spouses/domestic partners work for the University, in the case of family coverage, the higher-paid employee pays for the employee + 1 or family coverage.
8. An employee may opt out of health insurance benefits (medical, prescription drug, dental and/or vision) coverage upon submission of sufficient evidence, in accordance with the provisions of this article, of such coverage from another source.

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

~~Separate office visit co-pay for services of \$10 by an Advanced Practicing Nurse.
Separate office visit co-pay for services of \$30 by a Specialist.~~

Any other changes recommended by the Health Care Advisory Committee and approved in accordance with Section 5.9.

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

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

G. 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.

~~**H. Savings:** As detailed in Appendix D, savings to the health care plan resulting from recommendations made by the Health Care Advisory Committee after ratification of this Agreement shall be used to establish reserves for run-out (up to a maximum of 2-1/2 months anticipated liability) and to cover maximum liability reserves. Additional savings shall be used for plan enhancements or for reductions in employee contributions as recommended by the HCAC. The account balance will carry forward from fiscal year to fiscal year.~~

~~**5.2a: Premium Sharing:** From the effective date of this Agreement and until January 1, 2012, eligible members of the bargaining unit who choose to enroll in one of the health insurance plans offered by the University will contribute 1.5% of their base salary, excluding any pay supplement(s), for a family plan or .75% of their base salary for a single plan as health insurance premium sharing for Medical and Prescription Drug benefits. Effective on the dates indicated below, Eligible bargaining unit members who choose to enroll in the University's health insurance plan will contribute the following percentages of the Fully Insured Equivalent or such other calculation as detailed in Appendix G or such lesser percentage that the University charges to any other employees, for medical, dental, vision and prescription drug benefits:~~

~~A. Effective July 1, 2015 through June 30, 2017, Employees will contribute, via payroll deduction, an aggregate of 150% of the Funding Level ~~Level in the first year of the contract (effective January 1, 2012); 12% in the second year (effective July 1, 2012); and 15% in the third year (effective July 1, 2013).~~ In each year of the contract, once the Funding Rates are determined for the Employee Only; Employee + One Dependent; and Family (Employee + two or more dependents) contracts, the University and the Association will meet to identify the flat percentage of salary within the bargaining unit that is required for Funding Level to be reached in each year of the contract. Once both sides agree to the flat percentage, it will be implemented by the University. This will occur ~~once before January 1, 2012, a second time before July 1, 2012, and each July 1, of the contract thereafter.~~~~

B. Notwithstanding the foregoing formula, employees shall pay no more or no less than the following percentages of the Funding Rates: the minimum will be 10% and the maximum will be 20%.

~~1. Effective January 1, 2012: Minimum: 7%; Maximum 21%~~

~~2. Effective July 1, 2012: Minimum 8%; Maximum 21%~~

~~3. Effective July 1, 2013: Minimum 11%; Maximum 21%~~

C. Effective July, 1, 2017 or such date thereafter that all University employees who receive health insurance benefits begin contributing a uniform premium payment, all bargaining unit members shall contribute fifteen (15) percent of the fully insured equivalent rate for their subscriber selection.

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

5.2b: Office Visit Co-pay: For the duration of the Agreement, the co-pay for office visits will be \$15.00 per visit. Office visits exempt from co-pay shall remain exempt for the duration of the Agreement.

All Preventive Care visit(s) shall be exempt from office visits co-pays. (e.g. mammographies, PAP, PSA, etc., see Appendix G.)

5.3: Dental Coverage: For the duration of the Agreement, the University will provide a dental care plan for members of the bargaining unit and their dependents with 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: Annual Physical: Members of the bargaining unit and their covered dependents shall be provided a free annual preventive examination provided such is performed by a network physician whether billed as medical or routine. A medical diagnosis will not prevent full payment.

5.6: Prescription Coverage: ~~Effective January 1, 2012,~~ The University will maintain a prescription drug program detailed in Appendix G.

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

5.8: Right to Alter Carriers: The University has the right to self insure, 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.

5.9: 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 Association representatives to the HCAC shall consult their governing bodies prior to proceeding with any recommendations.~~ 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 properly executed memorandum of understanding shall implement such recommendations as if ratified by the bargaining unit.~~ a draft Memorandum of Understanding (MOU) will be presented to the chief negotiators of the Administration and the Association for proper processing.

5.10: 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 and shall not increase for the duration of this Agreement. Employee contributions under Section 125 shall also be made by payroll deduction up to the maximum of \$5,000.00 per account. An individual selecting this plan shall participate in the plan from January 1 to December 31.

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

5.12: Life Insurance — Active: The University will provide at no cost to the bargaining unit member, term life insurance in an amount equal to two and one half (2.5) 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.

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

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

5.15: Voluntary Long-Term Care Coverage: If the University is able to locate a vendor, it will provide a bargaining unit member an opportunity to enroll in Long-Term Care coverage through payroll deduction at the employee's expense.

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

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

ARTICLE 6 STAFF DEVELOPMENT LEAVES/STAFF DEVELOPMENT

6.1: Staff Development Leaves: For each of the fiscal years of this Agreement, the University will support a minimum of two (2) Staff Development Leaves for full-time members of the bargaining unit. Each leave shall be for up to twelve (12) months duration unless additional time is approved. Each leave recipient shall be paid 100% of his/her salary while on leave. The University will maintain group insurance coverage for leave recipients at 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. A maximum of twenty (20) percent of one-third (1/3) of the average salary of full-time bargaining unit members, budgeted for the prior year, will be budgeted for anticipated expenses of the bargaining unit member to be incurred during the leave(s). The purpose of Staff Development Leaves shall be to permit staff members to engage in professional/educational activities that are related to their positions at the University and will serve to enhance their professional contributions to the University as staff members. Applications for Staff Development Leaves may be submitted to the University on a form made available through the office of the Chief Human Resources Officer. The Administration and the leave applicant shall make every reasonable effort to redistribute job responsibilities during the requested leave. The deadline for submitting an application shall be March 1, of each year. If March 1 falls on a Saturday or Sunday, the deadline is the next working day. Leave applicants will be interviewed by a three-member committee, with one member designated by the President of the Association, one member designated by the President of the University, and the third member designated by the first two members.

The committee will forward its recommendations, including a recommended distribution of budgeted expenses, to the President of the University within thirty (30) days following the deadline for applications, and the President of the University shall announce the names of leave recipients within thirty (30) days following receipt of the committee's recommendations. The decision of the President of the University shall be final and binding.

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

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

ARTICLE 7 LEAVES

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

- A) **Child:** biological, adopted, foster, stepchild, ward or child of person standing in loco parentis ~~who is under 23, or 23 until the end of the month were 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 year of service who has worked at least 1,040 hours in the previous twelve (12) months.
- C) **Non-probationary bargaining unit member:** a bargaining unit member who has achieved ~~continuity of employment~~continuous service.
- D) **Probationary member:** is a member who has not yet achieved continuous service~~continuity of employment~~.
- E) **Immediate family:** spouse, children, daughters-in-law, sons-in-law, grandchildren, parents, parents-in-law, grandparents, spouse's grandparents, brothers, sisters, brothers-in-law, sisters-in-law, or legal guardian and domestic partner.

- F) **Parent:** biological father or mother, adoptive parents, step parents, or foster parents, or person in loco parentis when employee was a child.
- G) **Domestic Partner:** A domestic partner is defined as a person who, according to the employee's affidavit, has shared a committed, on-going domestic relationship with the employee for not less than the continuous preceding twelve (12) months. Specific to this Article, domestic partner is limited to "same sex" domestic partner.
- H) **Serious health condition:** an illness, injury, impairment or physical or mental condition that involves in-patient care in a hospital, hospice or residential medical care facility, or continuing treatment by a healthcare provider.
- I) **Third medical opinion:** a medical opinion that is provided when there is a conflict between the first medical opinion provided by the employee's medical provider and the second medical opinion provided by the employer's medical examiner. The persons providing the first two medical opinions shall select the person to provide the third medical opinion.

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

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

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

7.5: Educational:

- A) To be eligible for an educational leave, a bargaining unit member must meet the following conditions:
 1. two (2) complete years of service performed at the University since becoming a full-time employee;
 2. three (3) complete years of service performed at the University since the completion of any previous Educational Leave;
- B) Educational Leave without pay may be granted when the eligible YSU-APAS member and the Administration agree that the leave will enhance the employee's value to the University,

and when the Administration can make temporary arrangements to cover the assignments ordinarily performed by the individual. Educational Leave without pay may extend from a few days to a full year. Educational Leave without pay may be renewed for an additional year(s), provided the total period of absence from duty does not exceed three (3) years. In situations where the nature of proposed leave activities necessitates a period of absence longer than one year, the eligible bargaining unit member may request a leave without pay of two or three complete fiscal years. The leave request, however, must address the necessity of the period for which leave without pay is requested. The eligible bargaining unit member granted leave without pay shall receive the pay increments specified in Article 4 ("Salaries") as if he/she were at YSU. Included in the three-year limitation shall be any other leaves which the eligible bargaining unit member takes immediately preceding or succeeding a leave without pay. Applications for leave without pay of six (6) months or longer shall be made at least one hundred eighty (180) days prior to the period of proposed leave. A bargaining unit member taking Educational Leave Without Pay may maintain his/her insurance coverage by paying the COBRA group rate to the University. During the period of an unpaid Educational Leave, the bargaining unit member will continue to accrue seniority and service credit for vacation calculations.

- C) An eligible bargaining unit member who wishes to pursue formal education or training that is not related to his/her position may be granted Educational Leave Without Pay for a period of up to six (6) months, provided that the Administration can make temporary arrangements to cover the assignment ordinarily performed by the eligible bargaining unit member. Included in the six-month limitation shall be any other leaves that the eligible bargaining unit member takes immediately preceding or succeeding the Educational Leave without pay. He/she may maintain his/her insurance coverage by paying the COBRA group rate to the University. As a prerequisite to approval of this type of leave, the bargaining unit member must submit a notarized statement saying that he/she will continue his/her employment at the University for at least eighteen (18) months following the completion of such leave. Should the bargaining unit member resign or be removed prior to the completion of the eighteen-month period, he/she will be responsible for repayment to the University for the full cost of any fee remission received at Youngstown State University. Leave recipients who fail to return to the University for the specific period following the completion of the leave will be permitted to arrange a schedule of repayment over a period not to exceed two (2) years.
- D) A bargaining unit member may return to active pay status earlier than originally scheduled if the return is mutually acceptable to the University and the bargaining unit member.
- E) The University may cancel the leave and direct the bargaining unit member to return to active pay status if the leave is not being used for the intended purpose. Should such cancellation occur, the bargaining unit member shall be responsible for the repayment to the University for the full cost of any fee remission received at Youngstown State University 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. [Sick leave must be exhausted before taking an unpaid FMLA leave.](#)

Eligible bargaining unit members shall be entitled to receive leave under the Family and Medical Leave Act (FMLA) to receive care for: (a) birth of a child and to care for the newborn child; (b) placement with the bargaining unit of a child for adoption or foster care; (c) a bargaining unit member's own serious health condition (including pregnancy) or to care for the bargaining unit member's child, spouse, or parent with a serious health condition; (d) qualifying exigency arising out of the fact that the bargaining unit member's spouse, child, or parent is a covered military member on active duty, or has been called to active duty, in support of a contingency operation; (e) or care for a covered service member with a serious injury or illness if the bargaining unit member is the spouse, child, parent, or next of kin of the service member. The University shall administer FMLA leave in accordance with law.

7.7: Disability Separation and Disability Retirement:

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

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

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

LEAVE WITH PAY:

7.10: 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 ~~one and one-quarter (1.25) days per month~~ five (5) hours per semimonthly pay period. Sick leave is cumulative without limit. ~~The Administration will make available to each bargaining unit member a report showing accumulated sick leave on the Banner Portal system. Bargaining unit members may view sick and other leave balances in Banner self-service.~~
- C) Sick Leave may be used during any period of time in which the employee is under contract to perform services for the University. When using sick leave, the bargaining unit member will promptly notify his/her unit supervisor, and whenever possible, advise of the estimated

duration of absence. ~~—An employee shall report all uses of sick leave on the APPLICATION FOR USE OF SICK LEAVE form in accord with the directions for use attached thereto. The form must be submitted within three (3) working days following the individual's return to work. All bargaining unit members shall report all uses of sick leave via web leave reporting in self-service Banner.~~

- D) A continuous period of sick leave commences with the first day of absence and includes all subsequent days until the employee returns to work. Saturdays and Sundays (if the employee is not scheduled to perform services), and official holidays established and/or observed by the University shall not be counted. During any seven (7) day period, the maximum number of days of sick leave charged against any employee shall be five (5).
- E) All unused sick leave accumulated prior to the effective date of this Agreement shall be available for use by the employee.
- F. 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 through an investigation, 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. An employee who does not contract a contagious disease will be placed on administrative leave per Section 7.13

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

7.11.1: YSU-APAS Sick Leave Policy:

A) Establishment:

- 1. Each member of the YSU-APAS bargaining unit may donate one day of his/her accumulated sick leave to the YSU-APAS Emergency Sick Leave Bank (ESLB) during the enrollment period. Enrollment periods will be from July 1 through August 1 of each year. New APAS members hired after the year has started will have four (4) weeks in which to enroll. Participation shall be voluntary. The donated day is not returnable.
- 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 between June 1 and June 15 to establish the amount of donation for the forthcoming year. This amount may be less than one (1) day and may be zero if the ESLB Committee determines that there is sufficient balance in the bank for that year. During the year, the ESLB Committee may declare an emergency and ask bank members to donate an additional non-returnable day (or fraction thereof) to keep the bank solvent. Such additional amounts will not count toward the following year's donation. Unused days from one year will be advanced to the next
- 2. Use of days from the ESLB will be limited to medical conditions of a non-routine nature. Use of days will not be considered in lieu of Child Care Leave, for instance, but could be granted in cases of the inability of the employee to return to work after completion of Child

Care Leave due to medical complications after the birth of a child. Days from the ESLB may be requested for the use of the bank member and/or due to illness/injury of the member's spouse or dependent children, or any other person in the bank member's immediate family, as defined in Section 7.1. A physician's statement must accompany the application in order to be considered. The application form and physician's statement are to be forwarded to the Chief Human Resources Officer. Upon receipt of all information, the ESLB Committee will make a decision within ten (10) working days.

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

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

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

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

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

C) YSU-APAS Emergency Sick Leave Bank Committee:

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

7.12: Legal Leave: Bargaining unit members will be granted leave with pay to fulfill court or jury duty obligations when: ~~subpoenaed by the United States, the State of Ohio, or a political subdivision thereof including hearings held by Worker's Compensation and the State Personnel Board of Review 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 schedule working hours.

The subpoena or other written notification verifying the necessity of such leave will be presented to the bargaining unit member's immediate supervisor as far in advance as possible. The University has the right to adjust work schedules within a department to maintain operations when an employee is absent on legal leave. A bargaining unit member will be excused from working if the jury service or court appearance: (a) lasts more than four hours; and (b) if his/her regularly scheduled hours: (i) starts less than eight hours after the end of the bargaining unit member's jury service or court appearance, or any excuse from same; or (ii) ends more than eight hours after the start of the bargaining unit member's jury service or court appearance, or any excuse from same. A bargaining unit member who is excused from legal leave after having served less than three (3) hours will report to work for the balance of his/her shift. ~~All compensation in excess of fifteen dollars (\$15.00) per day (excluding travel allowance) received from a court or other judicial or quasi-judicial body shall be deposited with the YSU Student Accounts and University Receivables Office. 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 his/her personal matters. These absences will be accounted for by the utilization of vacation time, compensatory time, personal leave or leave without pay in daily increments if the absence is one day or more. ~~Legal leave with pay is not allowed for situations in which an individual is appearing as a witness for remuneration.~~

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

7.14: 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 full-time bargaining unit member may request the use of up to four (4) Personal Leave Days from July 1, 2012 to June 30, 2013 for each fiscal year of the agreement from July 1 to June 30. Each full-time bargaining unit member may also convert up to two (2) sick leave days per year~~

~~to Personal Leave Days. From July 1, 2013 to June 30, 2014, each full time bargaining unit member may request the use of up to two (2) Personal Leave Days and may also convert up to two (2) sick leave days per year to Personal Leave Days. From July 1, 2014 to June 30, 2015, e~~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.

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

This request shall be limited to increments of one-half (1/2) or one (1) workday per use unless otherwise permitted, in the sole discretion, by the unit supervisor. Personal Leave Days will not be subject to the sign-up procedure in Article 8, and such requests will be granted by the supervisor if the request is made at least one (1) calendar week in advance of the day requested or due to emergencies, unexpected property repair, family emergencies, etc. ~~At least one (1) of the Personal Leave Days must be requested one (1) calendar week in advance of the day requested. From July 1, 2012 to June 30, 2014 Personal Leave Days, excluding those converted from sick leave, will be in addition to any other leave or vacation in this Agreement. 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 (i.e., 31 consecutive calendar days or less) and extended (i.e., more than 31 consecutive calendar days) duty obligations and to obtain reinstatement after completing such service obligations.
- B) 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 days of paid bereavement leave will be granted to a bargaining unit member at the total rate of pay upon the death of a member of his/her immediate family as described in Section 7.1(E). Bereavement leave will also be granted in the case of a stillbirth condition.
- B) If the death is the employee's aunt or uncle, the employee is entitled to one (1) day of bereavement leave at the total rate of pay.
- C) Part-time bargaining unit members will receive bereavement leave with pay for the hours that they are normally scheduled to work pursuant to the limits in the article.

- D) The University may grant additional use of sick, 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 his/her work not to exceed one hundred sixty (160) hours in each year to participate in specialized disaster relief services for the American Red Cross, upon the request of the American Red Cross for the services of that employee. 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.

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

7.22: Association Leave:

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

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

MATERNITY, PARENTAL AND CHILD CARE LEAVE:

7.24: Maternity/Parental Leave:

- A) Maternity leave is the authorized absence of a female bargaining unit member to receive treatment during pregnancy, to recover from childbirth after pregnancy, or to care for and bond with the newborn. The University shall provide up to six (6) weeks of paid maternity leave to each birth mother. Application shall be made in writing to the department head and to the Chief Human Resources Officer at least thirty (30) days prior to the effective date for such leave, or as soon as practicable if medically necessary, and such request shall state the anticipated duration of the leave. At the end of maternity leave, the mother may take paid parental leave or unpaid maternity or parental leave permitted by law. Mothers must take paid maternity, unpaid maternity and parental leaves consecutively and concurrently with available FMLA leave or other maternity leave required by law.

- B) Parental leave is the authorized absence of a birth mother, biological father, domestic partner, or adoptive parent to be used following the birth or adoption of a child and to care for and bond with the child. The University shall provide up to three (3) weeks of paid parental leave. If more time is needed, accumulated sick leave 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.

7.25: Child Care Leave:

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