

H) **Vacation/Sick Leave Substitution:**

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

**ARTICLE 8
VACATION**

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

8.2: Vacation accrual shall be credited as follows:

- A) Full-time bargaining unit members who have not yet achieved continuity of employment may not take vacation during their first year of service at YSU completed a six-month probationary period and have not been informed of an intent to discontinue the appointment. However, once the member achieves continuity he/she shall be credited with vacation, as described below, to be taken in accordance with the provisions of this article:

12-month staff: 144 hours per year (18 days)
10-month staff: 120 hours per year (15 days)
9-month staff: 108 hours per year (13.5 days)

- B) Full-time bargaining unit members who have achieved continuity of employment completed probationary obligations and have completed one year but who have less than eight (8) years of full-time service are entitled to vacation as follows:

12-month staff: 160 hours per year (20 Days)
10-month staff: 133.36 hours per year (16.67 Days)
9-month staff: 120 hours per year (15 Days)

- C) Full-time bargaining unit members with 8 years or more of full-time service but less than 15 years of full-time service are entitled to vacation as follows:

12-month staff: 176 hours per year (22 Days)
10-month staff: 146.66 hours per year (18.33 Days)
9-month staff: 132 hours per year (16.5 Days)

- D) Full-time bargaining unit members with 15 years or more of full-time service are entitled to vacation as follows:

12-month staff: 200 hours per year (25 Days)
10-month staff: 166.67 hours per year (20.83 Days)
9-month staff: 150 hours per year (18.75 Days)

- E) Full-time bargaining unit members with twenty (20) years of full-time service or more, and who accrued vacation at this annual rate as of July 1, 2015, are entitled to vacation as follows:

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

- F) Part-time YSU-APAS bargaining unit members whose Appointments equal or exceed an FTE of .75, as defined in Article 14, Section 14.1 and specified on the individual contract of appointment who have completed one contract year of service and entered a second year of service are entitled to vacation prorated on the basis of the full-time schedule set forth in Section 8.2(A)-(E). Bargaining unit members whose appointments equal or exceed an FTE of .50 and are less than .75 FTE as defined in Article 14, Section 14.1 are serving on a twelve (12) month contract of appointment, who have completed one contract year of service and entered a second year of service are entitled to vacation prorated on the basis of the full-time schedule set forth in Section 8.2(A)-(E). Appointments of less than .5 FTE do not accrue vacation.

- G) **Scheduling of Vacation:** Vacation may be taken at a time or times mutually convenient to the YSU-APAS bargaining unit members and the University. Staff members planning to be on vacation shall file a written request at least ten (10) working days before the date of anticipated vacation, unless a shorter notice for a vacation is acceptable to the department head. In departments where two (2) or more staff may not be on vacation at the same time, or where certain seasonal departmental activities require the presence of certain staff at certain times, longer range vacation sign-up schedules may be implemented. When multiple requests for vacation are received simultaneously, vacation shall be granted to the employee with the higher FTE; in the event that FTEs are equal, University seniority will prevail. Vacation requests will be acted upon within five (5) working days after the written request is received by the supervisor.

- H) Vacation is accrued on a monthly basis while in active pay status and may be taken as it accrues once the member achieves continuity of employment.

- I) **Vacation accrual:** Vacation for full-time YSU-APAS bargaining unit members may accrue to a maximum of (fifty) 50 days; YSU-APAS bargaining unit members who reach the maximum accrual will not earn vacation until they have taken sufficient vacation to lower the balance below (fifty) 50 days. Part-time YSU-APAS bargaining unit members shall not earn vacation except as expressly set forth herein. Part-time staff entitled to vacation shall accrue a maximum of vacation days prorated on the basis of the full-time maximum accrual (i.e., a .75 part-time employee can accrue $50 \text{ days} \times .75 = 37.5 \text{ days}$ maximum accrual). Following notice of intent to resign, retire or otherwise terminate his/her employment with the University, a YSU-APAS bargaining unit member may not

schedule vacation without the consent of the Chief Human Resources Officer or his/her designee. Provided an employee who has achieved ~~continuity of employment~~continuous service gives at least thirty (30) days' written notice to the Chief Human Resources Officer prior to the effective date of resignation, retirement or separation, the employee may elect to convert unused vacation time into cash payment. Notwithstanding other provisions of this section, the bargaining unit member who has achieved ~~continuity~~continuous service shall have the option of taking accrued vacation, with the approval of the supervisor, for the final two weeks of employment.

ARTICLE 9 GRIEVANCE PROCEDURE

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

9.1: Purpose: The purpose of this article is to set forth a prompt and equitable method for resolving disputes between the parties during the term of this Agreement. Under this article, the Association, or a member(s) of the bargaining unit, may file a grievance in which he/she or they claim that a provision of this Agreement has been violated. Grievances shall be processed on the forms which appear in Appendix E. Nothing in this article is intended to discourage or prohibit informal discussion of a dispute prior to the filing of a formal grievance.

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 his/her designee, at which time a grievance number is assigned, a date/time stamp is applied and a copy is forwarded to the Union President and Chief Grievance Officer. All grievances shall be filed by the grievant no later than forty (40) days after the grievant knew or should have known of the facts giving rise to his/her grievance. The time limits specified in this article may be extended by mutual agreement of the parties. If the grievant or the union fails to appeal a disposition of a grievance within the specified time limit, the grievance shall be considered settled on the basis of the last disposition by the University. No grievance will be automatically advanced to Step 3 without the approval of the Union Executive Committee. If the University fails to hold a hearing or grant a disposition within the time limit prescribed, the right to proceed to the next step shall be granted automatically and immediately.

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

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

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

9.5: Step 2: Within ten (10) days following the receipt of an appeal from Step 1, the Chief Human Resources Officer or his/her designee must hold a grievance hearing or complete and distribute a Grievance Disposition Form, in the latter case providing the original to the grievant and a copy to the Union. If the Chief Human Resources Officer holds a grievance hearing, he/she will complete and distribute a Grievance Disposition Form within ten (10) days following the hearing. A hearing is required if the grievance originates at Step 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 his/her 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.
- B) If, within sixty (60) days after the Chief Human Resources Officer receives the FMCS panel of arbitrators, the parties are unable to agree upon which of those seven (7) nominees shall serve as arbitrator, then the arbitrator will be chosen by each party alternately striking names, beginning with the moving party, and the name remaining shall be the arbitrator. Prior to commencing striking, each party shall have the option to completely reject one (1) panel of arbitrators provided by the FMCS and request another list. The hearing shall be conducted in accordance with the rules and regulations of the FMCS. Any grievance that has not been scheduled for hearing within one (1) year after the Union notifies the University in writing that it supports the arbitration will be considered withdrawn by the union. The only exception is if the University is responsible for the delay and the one (1) year time limit does not apply.
- C) If there is a question of arbitrability of a grievance, the parties will request the arbitrator to rule first on the arbitrability of the grievance. If the arbitrator rules that the grievance is arbitrable, he/she shall proceed to conduct a hearing of the merits on the grievance.
- D) The following matters shall not be arbitrable: determinations of bargaining unit status of any employee (see Article 2: "Scope of Unit"); grievances not supported by the Union in the appeal to Step 3; the suspension or removal of a probationary bargaining unit member (see Article 11: "Corrective Action and Termination for Just Cause"); layoffs and recalls (see Article 12: "Layoff and Recall"); the reclassification of a position or a refusal to reclassify a position (see Article 15: "Classifications and Position Audits"); decisions on alleged violations of Non-Discrimination (see Article 29: "Non-Discrimination"); decisions on an application for Staff Development Leave (see Article 6: "Staff Development Leaves/Staff Development"); any action that is appealable to the State

- Employment Relations Board and has been appealed to the Board with jurisdiction; and any matter not pertaining to the meaning and intent of this Agreement.
- E) The arbitrator will have no power to add to, subtract from, or modify in any way the terms of this Agreement. The arbitrator's decision is binding upon the University, the Union, and the grievant.
 - F) The arbitrator's fees and expenses will be borne equally by the University and the Union, except costs incurred by the calling of witnesses, which will be borne by the party calling that witness.
 - G) Arbitration hearings will be held on the University campus in a room provided at no cost to the Union.
 - H) If the Arbitrator requests a transcript of the hearing, the cost will be shared equally by the University and the Union; if either party requests a transcript, it will bear the cost of the transcript.
 - I) While attending an arbitration hearing, a maximum of three (3) YSU-APAS representatives and each grievant shall have the right to attend his/her hearing without a negative impact to his or her pay. Upon mutual agreement of the parties, the number of APAS representatives may increase to four (4). Additionally, non-bargaining unit representatives designated by OEA and/or the Union may attend, not to exceed two (2). Witnesses attending an arbitration hearing on behalf of the Union during their regular work day will be paid for the time spent testifying at the arbitration hearing. If multiple grievances are consolidated for arbitration, the Union shall submit a request to Human Resources for additional grievants. With prior notice and at the request of the Union and upon mutual agreement from the University, unpaid observers shall be permitted to attend the hearing. Neither the University nor the Union will abuse the authority to call witnesses. Absent unusual circumstances, the Union shall notify the University of representatives/witnesses attending the hearing at least ten (10) days in advance of each arbitration hearing.

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

ARTICLE 10

~~CONTINUITY OF EMPLOYMENT~~ CONTINUOUS SERVICE

10.1: Definition: ~~Continuity of Employment is the right of full-time members of the bargaining unit to continued employment at the University, subject to the due process provisions of this Agreement. Continuity of Employment will be granted following the successful completion of one continuous year of full-time employment at the University.~~ A bargaining unit member who has worked six (6) months will be recognized as having a non-probationary continuous service status. The bargaining unit member shall have all rights and privileges associated with due process.

10.2: Non-Renewal of Probationary Staff: If after six (6) months of employment the University expects it will not renew the appointment of a probationary full-service bargaining unit member who has not successfully completed one continuous year of full time employment, the individual shall be informed of the expected non-renewal, in writing, by the department head or other administrative superior. At that time, a meeting will be held between the bargaining unit member, and his/her immediate supervisor, and said bargaining unit member will have an opportunity to be placed on a Professional Improvement Plan. Such a plan shall be developed with said bargaining unit member, his/her immediate supervisor and a

Union representative. The complete Performance Improvement Plan will be forwarded to the Chief Human Resources Officer, or designee, for review and comment. Any improvement in the employee's performance will be reviewed with the bargaining unit member, the employee's immediate supervisor and a union representative within four (4) months from the date the Performance Improvement Plan was approved by the makers of the Plan. In the event the probationary bargaining unit member has not satisfactorily met the criteria outlined in his/her PIP, such probationary bargaining unit member will be subject to-termination prior to the completion of one continuous year of full time employment.

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

ARTICLE 11
CORRECTIVE ACTION AND TERMINATION FOR JUST CAUSE
All references to "days" in this Article mean calendar days.

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

11.2: Corrective action is normally progressive in nature; that is, repetitions of causes for disciplinary action should lead to progressive responses of reprimand, suspension, removal. It is expected that most cases will be disposed of by an informal verbal warning without formal disciplinary action; such verbal warning shall not be recorded in the bargaining unit member's official personnel file. However, the seriousness of certain offenses justifies severe initial disciplinary action, including removal. Reprimands shall be reduced to writing, with copies provided to the bargaining unit member, the Union and to the employee's official personnel file. A bargaining unit member will be notified that disciplinary action materials are being inserted into his/her official personnel file, and that copies of said materials will be forwarded to the YSU-APAS President.

Eligibility to Grieve:

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

11.3: All aggrieved disciplinary action(s) shall be immediately moved to the Step 2 grievance hearing 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 hearing.

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

11.5: 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 discriminatory harassment may be directed to the Office of Equal Opportunity and Diversity. 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 discriminatory harassment may be grieved, but the grievance may not be appealed beyond Step 2.

11.6: If a department head or supervisor has decided to hold a meeting or investigatory interview and the employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says, the employee has the right to request union representation. The role of the union representative during such meeting is non-adversarial. However, the representative does have the right to assist and counsel the employee during the meeting.

11.7: If a manager or supervisor has reason to suspect a 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 be taken immediately to a medical facility for an examination and/or testing to determine whether he/she is under the influence of alcohol or non-prescribed controlled and/or illegal drugs. Reasonable suspicion means observable behaviors such as atypical ability to reason, lack of concentration or motor skill controls, 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 substance abuse. If the medical examination indicates that he/she was not under the influence of alcohol or non-prescribed controlled and/or illegal drugs no record of the incident shall be maintained in the bargaining unit member's official personnel file. Any employee who is sent for an examination and/or test under this provision will, at the discretion of the University, be placed on administrative leave with pay or assigned duties, at the employee's regular rate of pay, that will not pose a threat to the employee or any other person until the results of the test are known. Bargaining unit members who are sent for an examination or testing under the provisions of this section shall be advised by the University of off-campus resources available for persons suffering from problems of alcohol/drug abuse. The University at its discretion shall be free to utilize an on-site testing service for immediate testing. Confidentiality is of the utmost importance and will be maintained throughout the process. If the medical examination indicates that the employee is not under the influence of alcohol or non-prescribes controlled and/or illegal drugs, no record of the incident shall be in the employee's official personnel file.

11.8: Any action taken by the University in accordance with Section 11.7 will not preclude or negate any additional action taken by the University, which may include medical examination/treatment,

counseling, and/or disciplinary action, due to a bargaining unit member determined to have been under the influence of alcohol or non-prescribed controlled and/or illegal drugs while on duty.

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

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

ARTICLE 12 LAYOFF AND RECALL

12.1: In the event of a layoff involving full-time positions within the bargaining unit, the University may serve written notice of the layoff either by hand-delivery, certified mail to the bargaining unit member's last known address on file within the official personnel file of the University, or both. ~~‡~~The University will provide ~~sixty-three (63)~~ up to thirty (30) but no less than fourteen (14) days written notice to any individual who receives notice via hand-delivery ~~is to be laid-off.~~ The University will provide up to thirty (30) but no less than twenty-one (21) days' written notice to any individual who receives notice via certified mail. The date that hand-delivery is received or the date the letter is mailed shall be the first day of the layoff notice period. At the same time, the University will provide a seniority list to the President of the Association.

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

12.3: In the event two or more full-time members of the bargaining unit hold the same position (i.e., position title) within the same department, and fewer than the total number are to be laid off, layoffs will be determined by reverse bargaining unit 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) In the event of a tie, it will be broken by giving credit for all prior years of employment with the University (excluding student employment).
- B) In the event a tie is not broken by the foregoing procedure, the employee(s) with the lowest rating on the most recent evaluation will be laid off, provided the evaluation has been conducted within the past two years.
- C) In the event a tie is not broken by the foregoing procedures, it will be broken by coin toss.

12.4: Bargaining unit members who were displaced or laid off will be on recall status for one (1) year 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 one (1) year following displacement or layoff, the bargaining unit member displaced or laid off will be offered that position according to bargaining unit seniority. If more than one bargaining unit member has been displaced or laid off from the same position (i.e., position

title) within the same department, recall will occur in the reverse order of displacement or layoff (i.e., last laid off, first recalled).

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

12.6: If there is a vacant YSU-APAS bargaining unit position that is to be filled elsewhere in the University within one (1) year 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 bids on applies for the position via the University's applicant tracking system.

12.7: Within five (5) working days of receipt of a notice of layoff, a full-time bargaining unit employee, who wishes to exercise his or her displacement (bumping) rights, must submit a written request to the Chief Human Resources Officer advising him or her of the employee's wish to displace. The Chief Human Resources Officer, or designee, will identify the full-time bargaining unit employee, if any, who has the least University service, holds a position in the same or lower salary range than the laid off employee and holds a position the laid off employee is qualified to perform. The Chief Human Resources Officer, or designee, will share his or her findings with the President of the University, or the President's designee, who will grant or deny the request to displace in writing. The President's or designee's decision may be grieved under an abuse of discretion standard.

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

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

13.2: Subject to the provisions of Article 12, when a bargaining unit position vacancy occurs or a new bargaining unit position is created and the University decides to fill that position, the University shall post a notice of announce the opening via its applicant tracking system the opening. ~~The Office of Human Resources shall post the position.~~ Colleges, departments, and administrative units of the University may publicize openings within their units and with external sources such as (but not limited to) journals, newspapers, Web sites, national/local publications, advertisement forums, and minority/protected group professional organizations. The posting announcement described in ~~Section 13.1~~ this Section will specify the period during which interested and qualified bargaining unit members as well as other interested and qualified applicants outside of the University may apply, which period shall be no less than ten (10) working days from the day of posting. All postings will be dated. The posting shall also specify the

position's title, the department or work unit where the position is assigned, the pay grade assigned, the minimum salary range, initial salary range, the minimum and preferred qualifications for the position, the hours of work (full-time or part-time) the designation as an APAS position, and a brief description of the job duties.

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

- A) **Vacancy:** A vacancy shall be defined as any position in the bargaining unit which is or has been established by the University and which the University intends to fill. A position shall be deemed vacant when one of the following occurs: an employee resigns, dies, retires or is terminated; an employee transfers or is promoted to any other position within the University; or a position is newly created. Any newly created Academic Advisor positions shall be open to both internal and external applicants.
- B) **Transfer:** Change in assignment of an employee from one existing position in the same classification and pay grade to another existing position.
 - 1. **Voluntary:** Bargaining unit member initiated reassignment.
 - 2. **Involuntary:** Employer initiated reassignment of employee.
- C) **Promotion:** The movement of an employee from one position into a position at a higher pay grade.
- D) **Demotion:** The movement of an employee from one position into a position at a lower pay grade.
- E) **Classification:** A combination of job title and the duties and responsibilities associated with that job title. Positions that are in the same classification should have the same or similar qualifications and should be assigned to the same pay range. "Academic Advisor" is an example of a classification title.
- F) **Reclassification:** A reclassification occurs when there is a change or modification in the duties and responsibilities of a position significant enough that the position should be given another classification. Duties and responsibilities may be increased or decreased. Reclassifications may occur with positions that are filled or positions that are vacant. If the position that has been reclassified is presently filled, then the employee serving in that position is then reassigned to the new classification.
- G) **Hiring Authority:** a University employee who requests a position(s) to be filled and selects the individual to fill the position in accordance with this Article.

13.4: Transfer Procedures:

- A) **Voluntary Transfer:** 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 to which he/she desires to transfer. There must also be an application made via the University applicant tracking system within fourteen (14) calendar days. When such occurs, the University agrees to provide any qualified bargaining unit members who make a voluntary request to transfer an interview and the first opportunity to be transferred in accordance with this Article. The voluntary transfer request will be denied only if the bargaining unit member is not qualified for the position. The administrator denying the request shall provide a written explanation for why the bargaining unit member is not qualified in accordance with the requirements of Section 13.5(I) of this Article. However, Academic Advisors shall not voluntarily transfer more than once in any five (5) year period unless approved by the Provost, based upon a

recommendation from the Academic Advisor and his/her --supervisor(s) stating the need or reason for the transfer and articulating an appropriate plan to serve the needs of the affected departments and facilitating the Advisor's transfer.

- B) **Involuntary Transfers:** The University may transfer a member of the bargaining unit from one P/A staff position to another, providing his/her pay is not reduced by the University, and providing he/she has the necessary credentials and qualifications for the position to which he/she is being transferred. Consultation with the staff member being transferred shall occur no later than fourteen (14) days prior to the effective date of transfer.
- C) Upon request, Human Resources will provide consultation with bargaining members designed to improve their ability to compete for internal vacancies.
- D) If departments or programs are merged as a result of reorganization, bargaining unit members in the department or program to be merged or transferred will be transferred to the receiving department with no loss of seniority or time counted toward the acquisition of Continuous Service~~Continuity of Employment~~.

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

- A) All applications shall be received and processed through the Office of Human Resources prior to submitting all materials to the Search Committee Chair. All postings shall be announced as internal only posted in-house only for a period of at least ~~two (2) weeks~~ fourteen (14) calendar days prior to publicly advertising the vacancy.
- B) When a bargaining unit vacancy occurs or a new bargaining unit position is created, the affected operating area shall adhere to the Search Committee guidelines established ~~in by~~ the University's ~~Affirmative Action policies and guidelines~~ Office of Equal Opportunity and Policy Compliance.
- C) Bargaining unit members shall be represented on Search Committees. The Search Committee will be comprised of: two (2) employees selected by the unit supervisor or department head, two (2) bargaining unit members appointed by the Union President, and one (1) person appointed by the Chief Human Resources Officer. The hiring authority shall designate one Search Committee member as the Chair. All Search Committee members should be selected on the basis of their knowledge of the duties and responsibilities of the vacant position. It is the intent of the parties that reasonable efforts are made not to appoint the same bargaining unit members to successive Search Committees.
- D) Subject to subsection (E) of this Section, the Search Committee shall receive and review all application materials that are timely submitted by those applicants who meet the qualifications for the position as determined by the Office of Human Resources. The Search Committee, in consultation with either the Office of Equal Opportunity and Policy Compliance ~~Equal Opportunity and Diversity~~ or the Office of Human Resources, shall

reach agreement on which candidates to interview, except that all qualified internal candidates shall be granted an interview.

- E) The University reserves the right to use appropriate Human Resources staff, who may assume initial screening, ~~interviewing, ranking, and oversight~~ responsibilities of a Search Committee. In such instances involving a bargaining unit vacancy, at least one (1) bargaining unit member appointed by the Union's President who is knowledgeable regarding the duties and responsibilities of the vacant position and the Search Committee Chair or designee shall assist in these processes. Human Resources will forward to the Search Committee a list of all qualified bargaining unit applicants for all promotional/transfer opportunities.
- F) Upon the Search Committee either compiling or receiving a list of qualified candidates the Search Committee is responsible for identifying through interviews up to the four (4) "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 vacancy notice, and such other criteria as the University usually considers in filling a vacancy. If there are not at least two (2) qualified internal candidates on the list of the four (4) most qualified applicants, the list will be opened to include up to the two (2) most qualified internal candidates, for a possible maximum of six (6) applicants to be referred to the hiring authority. The Search Committee's Chair shall assume responsibility for all reports and documentation.
- G) The Search Committee will use an appropriate assessment form to rank all applicants. The assessment form must at least include measures for job related experience, education, and the qualifications of the specific job as posted.
- H) Internal qualified applicants with two (2) or more consecutive, evaluations with an overall rating of ~~"N"~~ or less than "Meets Requirements" or Satisfactory as noted in Appendix F will be disqualified from bidding on promotional/transfer opportunities.
- I) **Hiring:** The Chair of the Search Committee shall forward the Committee's recommendation(s) to the hiring authority. The hiring authority will interview the top candidates referred by the Search Committee in accordance with (F) above and must select from these candidates. If an employee applies for an posted announced position and is determined by the hiring authority to be the most qualified over an outside applicant(s) ~~or equally qualified in qualifications to an outside applicant(s)~~, the employee shall be awarded the position over the outside applicant(s). Such hiring decisions shall not be subject to the grievance and arbitration provisions of this Agreement. Furthermore, if more than one employee applies for a posted position and if their qualifications are determined by the appropriate hiring authority to be equal, then the employee with the most seniority shall be awarded the position. The University's determination as to the qualifications shall be conclusive in the absence of a showing that such determinations were arbitrary or capricious.
- J) The University and the Union mutually agree that bargaining unit members will neither be encouraged to apply or not apply for a position solely for the purpose of satisfying numerical requirements for interviews.
- K) Prior to filling a vacancy, the hiring authority must inform all members of the Search Committee of his/her final recommendation. If the Union has a reasonable belief that the search process was improperly administered, the Union reserves the right to file a grievance in accordance with Article 9 of this agreement.

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

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

ARTICLE 14 PART-TIME STAFF

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

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

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

14.2: Part-time staff in the bargaining unit shall be given a description of duties to be performed. They will not be expected to work in excess of the total FTE specified on their contract. The Chief Human Resources Officer must approve any exception to this policy. They will be paid their normal salary regardless if they are regularly scheduled to work on a holiday or not during the terms of their contracts. They will not be denied the right to enroll in courses at the University. They will be issued ID cards and granted access to the Library and Beeghly Physical Education Center, as well as other recreational facilities. They will pay for parking in the same manner as full-time employees (see Section 28.6). They shall be entitled to a discount of fifty percent (50%) on athletic and theater tickets purchased for the use of the employee and his/her immediate family members during the term of their contract. (The athletic ticket discount shall be available on individual athletic events only if the tickets are purchased at least one day prior to the event.) They shall be evaluated in accordance with Article 18.

14.3: In addition to the benefits specified in Section 14.2 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 individual contract of appointment, shall be eligible for the following:

- A) The part-time bargaining unit member shall have the opportunity to participate in the University's group insurance program, single, single plus one, or family, by enrolling for coverage from the effective date of appointment through the following June 30, by paying the University a premium calculated according to the same income-based formula applied to full-time employees under Article 5, Section 5.2a, based upon the part-time bargaining unit member's full-time equivalent annual salary (for example, a .50 FTE bargaining unit member with an annual salary of \$30,000 would pay a percentage-based premium based upon an annual salary of \$60,000)~~a percentage of the group rates equal to one (1) minus the part-time bargaining unit member's FTE (for example, a .60 FTE bargaining unit member shall pay 40% of the group rates)~~ for coverage for the fiscal year through payroll deduction. Should the University convert to a flat percentage-based premium formula during the term of this Agreement in accordance with Article 5, Section 5.2a(C), then the part-time bargaining unit member shall pay the same premium as full-time bargaining unit members.
- B) The individual shall accrue sick leave prorated against the full-time standard and shall be entitled to the use of such sick leave in accordance with Article 7 of this Agreement.
- C) The individual shall be eligible for remission of the University's instructional and general fees for up to six (6) semester hours during any academic year when enrolling in an academic semester during part of which the staff member is under contract.
- D) The individual shall be entitled to a discount of twenty percent (20%) on all purchases of \$5.00 or greater at the University Bookstore during the term of his/her contract. The discount shall be available only for goods purchased by the bargaining unit member for his/her personal use or for the use of their immediate families. Abuse of this privilege shall be grounds for suspension of the individual bargaining unit member's privilege.
- E) Vacation benefits as described in Article 8.
- F) If a part-time University employee becomes a full-time bargaining unit member, the individual shall receive credit toward Continuity of Employment for related satisfactory University service, up to a maximum of two (2) years, by using seventy-five percent (75%) of the total FTEs worked as a part-time employee. For example, if an employee worked .50 FTE for a total of three (3) years, he/she would receive $(3 \times .5) \times .75 = 1.125$ years of credit. FTEs for part-time contracts of less than twelve (12) month duration will be prorated by 1/12 for each month not under contract. For example, if an employee worked nine (9) months each year at .75 FTE for five (5) years, he/she would receive $[(.75 \times 9/12) \times 5] \times .75$

= 2.11 years of credit. Current full-time bargaining unit members who were previously part-time employees and who have not yet achieved continuity of employment shall be granted credit as provided in this section.

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

14.5: Exclusivity of Application: The parties agree that the provisions of this Article constitute their basic agreement concerning the terms and conditions of employment of members of the bargaining unit who are part-time staff. Thus, for members of the bargaining unit who are part-time staff (See Appendix A), the provisions of this Article shall supersede and replace the provisions of Article 5 (“Insurance Benefits”), Article 7 (“Leaves”), Article 8 (“Vacations”) Article 10 (“~~Continuity of Employment~~Continuous Service”), 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) days of initial appointment, transfer, promotion or reclassification, the University shall provide each bargaining unit member and APAS, a copy of his/her official position description. The position description shall include the official date issued, pay grade, initials of reviewers, basic function and responsibility of the position, characteristic duties, supervision exercised, immediate supervisor, and minimum qualifications. Once a position description has been issued to a staff member, the University will consult with the staff member prior to revising the description, and will not--without the concurrence of the staff member--add duties that are not related to the basic function and responsibility of the position.

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

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

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

ARTICLE 16 ~~WORKLOAD~~ WORK SCHEDULES

16.1: Schedules:

A) **Full-Time Service:** Bargaining unit members are Professional/Administrative salaried staff who the University represents that they believe to be exempt from the wage/hour provisions of the Fair Labor Standards Act. ~~However, full-time bargaining unit members will not be assigned duties that average more than forty (40) hours of work each week during the course of a contract year. Bargaining unit members are employees whose work schedules are not tied to a fixed number of hours per day or per week. Bargaining unit members are required to work an average of forty (40) hours per week. When deemed appropriate by either the University or a full-time bargaining unit member, a general work plan will be developed by the University in consultation with the bargaining unit member to project an approximate schedule of duties over the coming contract year; such a plan will project the peak and slack periods of the year, as well as the bargaining unit member's typical forty (40)-hour schedule over the course of the year; and may include a flexible work schedule to the extent consistent with the needs of the department. Each bargaining unit member and his/her supervisor should periodically, but at a minimum once annually, review work demands and scheduling considerations. 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 B) immediately below.~~

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. However, a bargaining unit member's proposed schedule changes must be reported to Human Resources to ensure that appropriate employee and organizational notifications are maintained. If a bargaining unit member wishes consideration for a flexible work schedule, he/she should submit the request in writing to his/her immediate supervisor. 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. Such requests shall be approved unless overwhelming circumstances exist to deny such requests.

2. **Definitions:**

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

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

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

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

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

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

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

ARTICLE 17 HOLIDAYS

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

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

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

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

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

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

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

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

ARTICLE 18 EVALUATION

18.1: The purpose of the evaluation system described herein is to help bargaining unit members improve professional performance, record a formal evaluation of how well a bargaining unit member has

performed his/her duties, provide for regular discussions about individual performance and improvement thereof, provide incentives for outstanding performance, and formal recognition of bargaining unit members who have done well, and provide those individuals responsible for making career decisions with information concerning the quality of an individual's work.

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

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

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

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

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

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

can attach a separate page itemizing this record. If a record of goals, objectives and activities is written, the evaluator reviews the record, discusses it with the bargaining unit member, appends it to the evaluation form, and forwards it as part of the evaluation record. The evaluator may attach a written statement regarding the record of goals, objectives and activities.

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

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

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

18.5: Exclusivity: During the term of this Agreement, the evaluation procedure and instrument described in this Article (See Appendix F) shall be the only formal system of performance evaluation of bargaining unit members employed at YSU, except for the evaluated judgments required by the other provisions of this Agreement. Effective January 1, 2016 the evaluation form and measures currently used for YSU Excluded Professional/Administrative Staff shall be used for members of the bargaining unit. A copy of the form is enclosed as Appendix F-2.

ARTICLE 19 PERSONNEL FILES

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

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

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

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

19.5: The University will promptly (no more than ten (10) days) review requests received under the provisions of Section 19.4. If the University concludes that the material is inappropriate for retention in the bargaining unit member's official personnel file, the material shall be removed and the bargaining unit member shall be so informed. If the University concludes that the material is appropriate for retention in the official file, the University shall so inform the bargaining unit member; in this event, the bargaining unit member has the right to submit a written statement noting his/her objections to the material in question, and the Chief Human Resources Officer or his/her designee shall attach the bargaining unit member's statement to the material objected to, and shall include a note in the personnel file indicating that any person reviewing the original material should also review the bargaining unit member's objections to the material.

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

19.7: Materials Related to Disciplinary Action:

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

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

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

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

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

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

ARTICLE 20 RETIREMENT

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

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

Effective July 1, 2016~~5~~, 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.

A bargaining unit member who retires, as defined below, on or before June 30, 2016~~3~~ shall receive payment for thirty percent (30%) of the first five hundred (500) hours (or portion thereof) of accrued but unused sick leave; forty-five percent (45%) of the second five hundred (500) hours (or portion thereof); and fifty percent (50%) of the third five hundred hours (500) hours (or portion thereof).

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

20.3: Continued Benefits: A member of the bargaining unit who retires shall be entitled, for an unlimited period of time, on the same basis as bargaining unit members, the use of Maag Library; tickets for all University functions; the use of Beeghly Center, Stambaugh Stadium, and other physical fitness and recreational facilities; and retention of electronic mail accounts. Retirees, their spouses and dependent children (as defined in Section 28.8) to the end of the academic year in which they reach age twenty-five (25), shall be eligible for remission of all instructional fees and general fees. (See Article 28, Section

28.8). Retired bargaining unit members shall be eligible to purchase a parking permit annually for the annual parking fee established by the University. Bargaining unit members who retire with ten (10) or more years of University service are eligible for a convertible life insurance policy through the carrier as of the date of their retirement (rounded to the nearest multiple of \$1,000) to a maximum of \$75,000. Such policy for a retiree will not include accidental death and dismemberment insurance.

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

ARTICLE 21 RETAINED RIGHTS

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

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

ARTICLE 22 ASSOCIATION RIGHTS

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

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

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

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

22.5: Printing of the Agreement: Copies of this Agreement shall be printed at the University's expense within three (3) months after ratification by both parties and distributed to all members of the bargaining unit, including newly hired employees. The University shall provide the Association with (fifty) 50 additional copies of the Agreement free of charge. Further, the Association or its members may purchase additional copies at cost.

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

22.7: The Union President shall be granted a paid leave of absence 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 departments. The Union President will refrain from conducting union business during work time except as otherwise specified in the Agreement.

Union Grievance Officers recognized in Section 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