

grievances during the paid working hours of the Grievance Officers. The Union agrees that this time will be devoted exclusively to a good faith effort to resolve labor-management problems arising from the provisions of this Agreement, and will not be abused. The University agrees that permission to investigate a possible grievance and/or grievance will not be unreasonably denied.

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

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

**22.8: Association Negotiating Team:** Once the process of negotiating a successor Agreement has commenced, each member of the Association Negotiating Committee shall be granted up to four (4) hours per week release time to prepare for bargaining. When members of the Association Negotiating Team are in the same University department, a maximum of four (4) hours release time total per department per week shall be granted, unless the department head at his/her discretion, allows more.

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

**22.10:** The Union shall be invited to participate in scheduled employee orientations for the purpose of introducing all newly hired employees to the Union. Such presentation will not exceed thirty (30)

minutes. The University shall make a good faith effort to notify the Union no less than five (5) days prior to each employee's start date.

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

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

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

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

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

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

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

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

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

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

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

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

**23.8: Recorded Conversations:** No conversation or conference between a member of the bargaining unit and a member of the Administration shall be mechanically recorded without the full awareness of the other party that the conversation or conference is to be recorded. "Mechanically recorded" includes any

tape recorder or audio or video recording device in the possession of or on the person of the individual who records the conversation or conference.

#### **ARTICLE 24 SEPARABILITY**

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

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

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

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

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

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

**25.2: Membership Dues:** The amount of dues deducted shall be uniform for all members of each category in the bargaining unit, that is, all full-time bargaining unit members shall pay a uniform amount, all permanent part-time bargaining unit members shall pay a uniform amount (which may be less than the amount paid by the full-time bargaining unit members). The Union may uniformly increase or reduce the amount to be withheld by notifying the University a minimum of thirty (30) days prior to the pay date on which the change is to be implemented; the Union may make one (1) such change each calendar year of this Agreement. In the event the Union and/or its affiliates believe that membership in the Union and/or its affiliates obligates a member or members of the bargaining unit to pay dues in addition to the dues

established by this article, collection of such dues shall be the sole responsibility of the Union and/or its affiliates, and the University shall have no obligation to the Union for collection of such additional dues.

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

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

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

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

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

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

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

## ARTICLE 26 CONTRACTING

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

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

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

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

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

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

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

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

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

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

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

~~26.5 The University may utilize the procedures contained in Sections 25.2-25.5 for a maximum of ten~~

(10) positions that will result in employee layoffs.

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

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

## **ARTICLE 27 HEALTH AND SAFETY**

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

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

The charge of the Committee is advisory. The Committee is to review safety incidents that occur on campus, report to and consult with the Director of Environmental and Occupational Health and Safety regarding hazards, recommend the abatement of hazards and recommend education programs. Members of the Safety Committee shall be allowed paid time off from their regular work while attending Committee meetings.

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

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

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

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

## **ARTICLE 28 MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

**28.8: Fee Remission:** Dependent children and spouses of bargaining unit members shall be granted remission for instructional fees at YSU, including out-of-state instructional fees where applicable. "Dependent children" are the biological children, legally adopted children or step-children of a bargaining unit employee. Bargaining unit employees must provide any information requested by the University such as copies of marriage licenses, birth certificates and certificates of adoption to assist the University in determining that the child or spouse is eligible for tuition remission. Bargaining unit employees must also properly complete the University's application/affidavit in order to receive tuition remission. Dependent children shall be eligible for remission to the end of the academic year of age twenty-five (25). Bargaining

unit members shall receive remission of instructional and general fees at YSU, including out-of-state fees where applicable, for up to eighteen (18) semester hours per academic year and six (6) semester hours each summer semester. Courses may not be taken at times which conflict with assigned duties. Remission of the general fee shall be granted to members of the bargaining unit only. The restriction of six credit hours shall not apply to courses taken at YSU as part of a Staff Development Leave granted under the provisions of Article 6. Bargaining unit members with a .75 FTE or higher receive remission benefits as stated above.

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

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

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

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

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

## **ARTICLE 29 NON-DISCRIMINATION**

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

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

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

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

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

**SIGNATURE PAGE**

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

**YOUNGSTOWN STATE UNIVERSITY**

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Michael J. Glonek  
President, YSU-APAS

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James P. Tressel  
President

---

Scott Lakus  
OEA Labor Relations Consultant

---

Allan L. Boggs  
YSU Chief Negotiator

---

Edward J. Villone  
APAS Chief Negotiator

---

George S. Crisci  
Outside Legal Counsel

---

Monique Renee Bradford

---

Joy Polkabra-Byers

---

Rebecca L. Geltz

---

Lisa A. Reichert

---

Karen L. Henning

---

Tim Stuart

---

Jacquelyn Daniel Johnson

---

Jeffrey A. Trimble

---

Susanne M. Miller

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Susan M. Moorer

**APPENDIX A**  
**POSITIONS INCLUDED IN THE BARGAINING UNIT**

<b>Job Title</b>	<b>Department</b>
<b>Academic Affairs</b>	
Academic Advisor	College of STEM
Academic Advisor	Beeghly College of Education
Academic Advisor	College of Liberal Arts and Social Sciences
Academic Advisor	Williamson College of Business Administration
Academic Advisor	Williamson College of Business Administration
Academic Advisor	Beeghly College of Education
Academic Advisor	College of STEM
Academic Advisor	BSMD and Health Professions
Academic Advisor	College of Liberal Arts and Social Sciences
Academic Advisor	College of STEM
Academic Advisor	College of Liberal Arts and Social Sciences
Academic Advisor	College of Fine and Performing Arts
Academic Advisor	Bitonte College of Health and Human Services
Academic Advisor, BCCHHS	Bitonte College of Health and Human Services
Representative	
Academic Advisor/Health Professions	Criminal Justice
Representative	
Acquisitions Librarian	Maag Library
Assistant Administrator Student Field Experience	Beeghly College of Education
Assistant Director	University Scholars Program
Assistant Director	Metro Credit
Assistant Director, Fine and Performing Arts Series	College of Fine and Performing Arts
Assistant Reference Librarian – Business	Maag Library
Assistant Reference Librarian-Instruction	Maag Library
Assistant Reference Librarian-Science, Engineering and Technology	Maag Library
Assistant to the Coordinator of the Mathematics Assistance Center	Mathematics and Statistics
Assistant to the Director	McDonough Museum of Art
Associate Reference Librarian	Maag Library
Associate Staff Designer	Theater and Dance
BSW Internship Coordinator	Social Work
Catalog Librarian	Maag Library
Coordinator Mathematics Assistance Center	Mathematics and Statistics
Coordinator of Diversity Initiatives	Beeghly College of Education
Coordinator of External Relations for Williamson College of Business Administration	Williamson College of Business Administration
Coordinator of Graduate Administrative Affairs	Graduate Studies and Research
Coordinator of Graduate Recruitment and Admissions	Graduate Studies and Research
Coordinator of International Admissions and Immigration Services	Center for International Studies and Programs
Coordinator of MBA Programs	Williamson College of Business Administration
Coordinator of Professional Development	Beeghly College of Education
Coordinator of Teacher Certification	Beeghly College of Education
Coordinator of the English Language Institute	Center for International Studies and Programs
Coordinator, Language Learning and	Foreign Languages and Literatures



	Coordinator, University Financial Reconciliations	General Accounting
**	Senior Financial Analyst Senior Financial Analyst Sr. Project Manager	Grants Accounting General Accounting Facilities
<b>President</b>		
	Senior Institutional Research Analyst Coordinator of Equal Opportunity	Institutional Research Equal Opportunity and Diversity
<b>Student Affairs</b>		
	Assistant Director	Office of Housing and Residence Life
	Assistant Director	Office of Housing and Residence Life
	Assistant Director	Student Activities
	Assistant Director	Undergraduate Admissions
	Assistant Director	Undergraduate Admissions
	Assistant Director	Office of Housing and Residence Life
	Assistant Director	Undergraduate Admissions
	Assistant Director Federal Programs	Financial Aid and Scholarships
	Assistant Director for Programs and Special Events	Campus Recreation and Intramural Sports
	Assistant Director of Transfers	Undergraduate Admissions
	Assistant Director, Disability Services	Center for Student Progress
	Assistant Director, Orientation Services	Center for Student Progress
	Assistant Director, Student Tutorial and Supplemental Instruction Services	Center for Student Progress
	Asst. Director for Fitness and Facility Operations	Campus Recreation and Intramural Sports
	Coordinator for Occupancy and Recruitment	Housing and Residence Life
	Coordinator	Center for Student Progress
	Coordinator	Career and Counseling Services
	Coordinator	Career and Counseling Services
	Coordinator	Career and Counseling Services
	Coordinator of External Testing	Comprehensive Testing Center
	Coordinator of Facilities and Programs	Campus Recreation and Intramural Sports
	Coordinator of Fitness & Wellness Programs	Campus Recreation and Intramural Sports
	Coordinator of Graphic Center and Copy Center	Kilcawley Center
	Coordinator of Merchandising	Bookstore
	Coordinator of Programs and Marketing	Andrews Student Recreation and Wellness Center
	Coordinator of Veterans Affairs	Student Affairs
	Counselor	Career and Counseling Services
	Evening Operations Manager	Kilcawley Center
	Financial Aid Coordinator Temporary	Financial Aid and Scholarships
	Financial Aid Counselor-Special Programs	Financial Aid and Scholarships
	Housing Coordinator	Housing and Residence Life
	Housing Coordinator	Housing and Residence Life
	Housing Coordinator	Housing and Residence Life
	Retail Operations Manager	Kilcawley Center
	Senior Coordinator	Undergraduate Admissions
	Senior Financial Aid Counselor, Federal Programs	Financial Aid and Scholarships
	Senior Financial Aid Counselor-Special Programs	Financial Aid and Scholarships
	Technology and Training Specialist	Student Affairs

Web Developer/Site Manager

Office of the Registrar

**Technology**

Database Administrator  
Instructional Technology Specialist  
\*\* Systems Administrator

Computer Services  
Media and Academic Computing  
Media and Academic Computing

**University Development**

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

WYSU-FM  
WYSU-FM  
University Development  
Marketing and Communications  
Marketing and Communications  
WYSU-FM  
WYSU-FM  
  
Alumni Relations  
WYSU-FM  
University Development  
University Development  
University Development  
University Development  
WYSU-FM  
University Development  
Marketing and Communications  
Marketing and Communications

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

**Academic Affairs**

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



Executive Director	Intercollegiate Athletics
Head Athletic Trainer	Intercollegiate Athletics
Head Coach, Baseball	Intercollegiate Athletics
Head Coach, Football	Intercollegiate Athletics
Head Coach, Men's and Women's Cross Country and Track and Field	Intercollegiate Athletics
Head Coach, Men's Basketball	Intercollegiate Athletics
Head Coach, Men's Golf	Intercollegiate Athletics
Head Coach, Men's Tennis	Intercollegiate Athletics
Head Coach, Softball	Intercollegiate Athletics
Head Coach, Volleyball	Intercollegiate Athletics
Head Coach, Women's Basketball	Intercollegiate Athletics
Head Coach, Women's Golf	Intercollegiate Athletics
Head Coach, Women's Soccer	Intercollegiate Athletics
Head Coach, Women's Soccer	Intercollegiate Athletics
Head Coach, Women's Swimming and Diving	Intercollegiate Athletics
Head Coach, Women's Tennis	Intercollegiate Athletics
Manager of Athletic Development	Intercollegiate Athletics
Senior Athletic Advisor	Intercollegiate Athletics
Sports Information Director	Intercollegiate Athletics
Strength and Conditioning Coach	Intercollegiate Athletics
** Videographer	Intercollegiate Athletics
<b>Finance and Administration</b>	
Associate Director	General Accounting
Associate Director	Environmental and Occupational Health and Safety
Associate Director	Procurement Services
Associate Director of Planning and Construction	University Facilities
Cash Management Officer	Financial Services
Chief Human Resources Officer	Human Resources
Director	Student Accounts and University Receivables
Director of Grants Accounting	Office of the Vice President for Administration
Director of Materials Management	Procurement Services
Director of Support Services	Support Services
Director of University Facilities	University Facilities
Director, Environmental and Occupational Health and Safety	Environmental and Occupational Health and Safety
Director, General Accounting	General Accounting
Executive Director	University Facilities
Executive Director of Financial Services	Financial Services
Facilities Engineer	University Facilities
Grounds and Motor Pool	Associate Director Grounds and Motor Pool
Manager of Classification and Compensation	Human Resources
Manager of Facilities Maintenance	University Facilities
Manager of Monthly Close	General Accounting
Manager of Payroll Operations	Payroll
Manager, Analysis and Financial Reporting	General Accounting
Manager, Customer Service and Operations	Student Accounts and University Receivables
Vice President of Finance and Administration	Office of the Vice President for Administration
<b>President</b>	
Associate Director	Budget Planning and Resource Analysis

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

**Student Affairs**

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

**Technology**

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

**University Development**

Associate Director	WYSU-FM
Associate Director of Production Services	Marketing and Communications
Broadcast Engineer	WYSU-FM
Chief Development Officer	University Development
Director	WYSU-FM





**APPENDIX C**  
**SALARY RANGES**  
**Effective July 1, 201~~5~~<sup>2</sup> – June 30, 201~~8~~<sup>4</sup>**

		<u>Eff. July 1, 2012-June 30, 2013</u>			<u>Eff. July 1, 201<del>3</del><sup>3</sup>-June 30, 201<del>8</del><sup>4</sup></u>		
<u>Structure</u>	<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
A	1	\$27,109	\$36,610	\$46,111	\$27,651	\$37,342	\$47,033
A	2	\$31,175	\$42,101	\$53,027	\$31,799	\$42,944	\$54,088
A	3	\$35,852	\$48,417	\$60,982	\$36,569	\$49,386	\$62,202
A	4	\$41,230	\$55,679	\$70,129	\$42,055	\$56,794	\$71,532
A	5	\$47,415	\$64,032	\$80,649	\$48,363	\$65,313	\$82,262
A	6	\$54,527	\$73,636	\$92,746	\$55,618	\$75,110	\$94,601
A	7	\$62,706	\$84,681	\$106,657	\$63,960	\$86,375	\$108,790
A	8	\$72,112	\$97,384	\$122,657	\$73,554	\$99,332	\$125,110
A	9	\$82,928	\$111,992	\$141,055	\$84,587	\$114,232	\$143,876
A	10	\$95,368	\$128,790	\$162,213	\$97,275	\$131,366	\$165,457
A	11	\$109,672	\$148,109	\$186,545	\$111,865	\$151,071	\$190,276
A	12	\$126,124	\$170,325	\$214,527	\$128,646	\$173,732	\$218,818
A	13	\$145,042	\$195,874	\$246,705	\$147,943	\$199,791	\$251,639
B	1	\$26,555	\$35,861	\$45,167	\$27,086	\$36,578	\$46,070
B	2	\$30,538	\$41,241	\$51,943	\$31,149	\$42,066	\$52,982
B	3	\$35,119	\$47,426	\$59,734	\$35,821	\$48,375	\$60,929
B	4	\$40,386	\$54,541	\$68,695	\$41,194	\$55,632	\$70,069
B	5	\$46,445	\$62,722	\$78,999	\$47,374	\$63,977	\$80,579
B	6	\$53,411	\$72,130	\$90,849	\$54,479	\$73,573	\$92,666
B	7	\$61,423	\$82,950	\$104,476	\$62,651	\$84,609	\$106,566
B	8	\$70,637	\$95,392	\$120,148	\$72,050	\$97,301	\$122,551
B	9	\$81,232	\$109,701	\$138,170	\$82,857	\$111,895	\$140,933
B	10	\$93,417	\$126,156	\$158,895	\$95,285	\$128,679	\$162,073
C	1	\$32,622	\$44,055	\$55,488	\$33,274	\$44,936	\$56,598
C	2	\$37,515	\$50,663	\$63,812	\$38,265	\$51,677	\$65,088
C	3	\$43,143	\$58,263	\$73,383	\$44,006	\$59,429	\$74,851
C	4	\$49,614	\$67,002	\$84,390	\$50,606	\$68,342	\$86,078
C	5	\$57,056	\$77,052	\$97,048	\$58,197	\$78,593	\$98,989
C	6	\$65,614	\$88,611	\$111,607	\$66,926	\$90,383	\$113,839
C	7	\$75,457	\$101,902	\$128,347	\$76,966	\$103,940	\$130,914
C	8	\$86,776	\$117,188	\$147,600	\$88,512	\$119,532	\$150,552

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

**APPENDIX C**  
**SALARY RANGES**  
**Effective July 1, 2015~~2~~ – June 30, 2018~~4~~**

<u>Eff. July 1, 2012-June 30, 2013</u>				<u>Eff. July 1, 2015<del>3</del>-June 30, 2018<del>4</del></u>			
D	1	—\$29,361	—\$39,651	—\$49,941	\$29,948	\$40,444	\$50,940
D	2	—\$33,765	—\$45,599	—\$57,432	\$34,440	\$46,511	\$58,581
D	3	—\$38,830	—\$52,438	—\$66,047	\$39,607	\$53,488	\$67,368
D	4	—\$44,654	—\$60,488	—\$76,321	\$45,547	\$61,697	\$77,847
D	5	—\$51,352	—\$69,561	—\$87,770	\$52,379	\$70,952	\$89,525
D	6	—\$59,055	—\$79,995	—\$100,935	\$60,236	\$81,595	\$102,954
D	7	—\$67,914	—\$91,995	—\$116,076	\$69,272	\$93,835	\$118,398
D	8	—\$78,101	—\$105,794	—\$133,488	\$79,663	\$107,911	\$136,158
D	9	—\$89,816	—\$121,663	—\$153,511	\$91,612	\$124,097	\$156,581
D	10	—\$103,288	—\$139,913	—\$176,538	\$105,354	\$142,712	\$180,069
E	1	\$27,568	\$37,344	\$47,120	\$28,119	\$38,091	\$48,062
E	2	\$31,704	\$42,945	\$54,187	\$32,338	\$43,805	\$55,271
E	3	\$36,460	\$49,388	\$62,316	\$37,189	\$50,376	\$63,562
E	4	\$41,928	\$56,795	\$71,663	\$42,767	\$57,932	\$73,096
E	5	\$48,218	\$65,315	\$82,412	\$49,182	\$66,621	\$84,060
E	6	\$55,450	\$75,111	\$94,773	\$56,559	\$76,614	\$96,668
F	1	\$26,758	\$36,246	\$45,735	\$27,293	\$36,972	\$46,650
F	2	\$30,772	\$41,684	\$52,595	\$31,387	\$42,517	\$53,647
F	3	\$35,389	\$47,937	\$60,485	\$36,097	\$48,896	\$61,695
F	4	\$40,696	\$55,127	\$69,557	\$41,510	\$56,229	\$70,948
F	5	\$46,800	\$63,396	\$79,991	\$47,736	\$64,664	\$81,591
F	6	\$53,821	\$72,905	\$91,989	\$54,897	\$74,363	\$93,829
F	7	\$61,895	\$83,842	\$105,788	\$63,133	\$85,519	\$107,904
F	8	\$71,178	\$96,417	\$121,657	\$72,602	\$98,346	\$124,090
F	9	\$81,855	\$110,880	\$139,904	\$83,492	\$113,097	\$142,702

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