

BOARD OF TRUSTEES



AGENDA

Thursday, September 6, 2018



BOARD OF TRUSTEES' MEETING

**Thursday, September 6, 2018
10:00 a.m.**

**Tod Hall
Board Meeting Room**

AGENDA

- A. Roll Call
- B. Proof of Notice of Meeting
- C. Disposition of Minutes
- D. Oath of Office of New Student Trustee, Rocco L. Core
- E. Oath of Office of New National/Global Trustee, Eric A. Spiegel
- F. Report of the President of the University
- G. Report of the Committees of the Board
 1. Academic and Student Affairs Committee
 - a. Faculty Presentation – Dr. Randall Goldberg; Director, Dana School of Music
Faculty Presentation – Dr. Sherri Harper Woods; Assistant Professor, Social Work
Student Presentation – Natalie Lacich; Early Childhood Intervention Specialist Major
Student Presentation – Jared Vanasdale; Mechanical Engineering Major
 - b. Resolution to Modify Employment of Students Under the Federal Work Study Program Policy, 3356-9-03.2
 - c. Resolution to Authorize Conferral of Honorary Degree – Mr. Marc Malandro
 2. Institutional Engagement Committee
 - a. Resolution to Accept Gift of Real Estate
 - b. Resolution to Accept WYSU Memberships
 3. Finance and Facilities Committee
 - a. Resolution to Modify Use of University Vehicles Policy, 3356-4-18
 - b. Resolution to Modify Use of University Equipment Policy, 3356-4-19
 - c. Resolution to Approve Interfund Transfers
 - d. Report of the Audit Subcommittee, John R. Jakubek, Chair
 - e. Report of the Investment Subcommittee, Anita A. Hackstedde, Chair
 4. University Affairs Committee
 - a. Resolution to Ratify Personnel Actions – Athletics
 - b. Resolution to Modify Vacation Leave, Professional/Administrative Staff and Department Chairpersons Not Covered by a Collective Bargaining Agreement Policy, 3356-7-09
 - c. Resolution to Modify Civic Leave with Pay, Excluded Professional/Administrative and Excluded Classified Staff Policy, 3356-7-11
 - d. Resolution to Modify Sick Leave Accrual, Use and Conversion, Excluded Professional/Administrative and Excluded Classified Staff Policy, 3356-7-13
 - e. Resolution to Modify Resignation of Employment Policy, 3356-7-38
 - f. Resolution to Modify Classified Civil Service Employees Policy, 3356-7-41
 - g. Resolution to Modify Supplemental Pay for Faculty and Professional/Administrative Staff Policy, 3356-7-46

- h. Resolution to Modify Faculty Workload Policy, 3356-10-20
- i. Resolution to Modify Political Activities of Employees Policy, 3356-7-25
- j. Resolution to Approve Relocation Allowance for New Full-Time Employee Policy, 3356-7-54
- k. Resolution to Ratify the Youngstown State University Association of Professional/Administrative Staff Labor Agreement
- l. Resolution Providing Salary Adjustment for Professional/Administrative Staff Excluded from Collective Bargaining
- m. Resolution to Ratify Personnel Actions – Faculty/PA Staff
- H. Communications, Memorials, News Updates
- I. Unfinished Business
- J. New Business
- K. Chairperson’s Remarks
- L. Dates and Times of Upcoming Regular Meetings of the Board
 - Tentative Meeting Dates: 10 a.m., Thursday, December 6, 2018
 - 10 a.m., Thursday, March 7, 2019
 - 10 a.m., Thursday, June 6, 2019
- M. Adjournment

DIVIDER

ACADEMIC AND STUDENT AFFAIRS COMMITTEE



**RESOLUTION TO MODIFY
EMPLOYMENT OF STUDENTS UNDER THE FEDERAL WORK-STUDY
PROGRAM, 3356-9-03.2**

WHEREAS, University Policies are being reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of University Policy governing Employment of Students Under the Federal Work-Study Program, policy number 3356-9-03.2, shown as Exhibit A attached hereto.

**3356-9-03.2 Employment of students ~~–under the~~ federal work-study _____
_____ program.**

~~Previous Policy Number: 9003.04~~

Responsible Division/Office: Financial Aid and Scholarships

Responsible Officer: [Associate Vice President](#) for ~~Student~~
~~Affairs~~[Enrollment and Management](#)

Revision History: June 1999; March 2007; March 2011; March
2013; [September 2018](#)

Board Committee: Academic and Student Affairs

Effective Date: ~~March 13, 2013~~[September 6, 2018](#)

Next Review: ~~2018~~[23](#)

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- (A) Policy statement. [Youngstown state university \(university\) participates in the federal work-study program in order to provide eligible students with part-time employment to help meet academic costs and to the provide work experience.](#) ~~While the president has overall responsibility for the management of the university, the responsibility for decisions about the employment of personnel is delegated to the provost and vice presidents. Each divisional executive officer is responsible for making personnel decisions within the described university procedures.~~
- (B) Purpose. [To provide information and guidance to university students, staff, and faculty regarding T](#)~~he United States department of education provides a federal federal work-study (FWS) -study program.allocation to Youngstown state university (“YSU”) each fiscal year intended to encourage the part-time employment of undergraduate and graduate students with financial need. In addition to on-campus employment, community service opportunities (e.g., “America Reads” tutors, escort services, etc.) are permitted and encouraged.~~
- (C) [Scope. This policy applies to undergraduate and graduate students seeking employment through the FWS program.](#)

[For non-FWS student employment refer to rule 3356-9-03 of the Administrative Code, Employment of students and rule 3356-9-03.1 of the Administrative Code, Appointment of graduate assistants, graduate research assistants, graduate assistant interns, and teaching assistants \(see corresponding university policies 3356-9-03 Employment of students and 3356-9-03.1 Appointment of graduate assistant graduate research assistants, graduate assistant interns, and teaching assistants\).](#)

(C) Parameters.

(1) While the president has overall responsibility for the management of the university, the responsibility for hiring student employees is delegated to the provost, vice presidents, and divisional executive officers or their designees.

(2) The office of financial aid and scholarships is responsible for administering and awarding federal work-study funds, university compliance with FWS regulations, and determination of student eligibility in accordance with federal regulations and university policy. University policy requires students to be reviewed for FWS eligibility on a first-come, first-served basis.

(3) In addition to on-campus employment, FWS funds may also be used for community service opportunities such as “America Reads” and other community based programs.

~~(2) The federal work-study match funds are budgeted in accordance with federal regulations.~~

~~(34) Students receiving FWS funds are not eligible for fringe benefits, including paid vacation and sick time, are not paid from federal work-study funds.~~

(45) Federal work-study payments are administered by the office of payroll.

(56) Federal work-study awards are cancelled or reduced when students default on federal loans, become over-awarded due to changes in aid eligibility, or no longer do not maintain federal student aid satisfactory academic progress.

(D) Procedures.

~~(1) The United States department of education provides a federal work-study allocation to YSU each fiscal year. The office of financial aid and scholarships applies annually for FWS funding by submitting the appropriate forms and paperwork to the United States department of education.~~

(2) In order to be considered for FWS funds, Sstudents must annually complete the “Free Application for Federal Student Aid” (“FAFSA”) form after January-October first for the following aid year. TheyStudents are encouraged to answer yes to the FAFSA

question that asks if they are interested in the federal work-study program.

- ~~(3) — The office of financial aid and scholarships establishes packaging/awarding criteria for each fiscal year based upon the funding level received, federal regulations, and the number of students who demonstrate financial need and qualify and maintain good academic standing.~~
- ~~(4) — Students are awarded federal work study by the office of financial aid and scholarships during financial aid packaging or through the student employment review process.~~
- ~~(5) — Students accept or decline federal work study funding through the online banner self service functionality.~~
- ~~(6) — Students obtain employment on campus by applying for vacant positions posted on the office of student life website.~~
- ~~(7) — The employing department completes the on-campus student appointment forms, attaches all other required documents, and sends them to the office of financial aid and scholarships. All appointment forms are reviewed by the office of financial aid and scholarships to verify federal work study eligibility before approval by the office of student life.~~
- ~~(8) — The office of financial aid and scholarships director reviews the individual student's federal work study eligibility and signs the on-campus appointment forms after federal work study eligibility has been confirmed.~~
- ~~(9) — The appointment forms, with all necessary paperwork, are sent to the office of student life for final approval.~~
- ~~(10) — The on-campus appointment forms for students with federal work study eligibility are returned to the office of financial aid and scholarships for record keeping purposes once approved and signed by the executive director of student life.~~
- ~~(11) — The student begins working on his/her approved start date.~~
- ~~(12) — The office of payroll issues federal work study payments biweekly in the form of a paycheck or direct deposit.~~
- ~~(13) — Biweekly federal work study earnings from the banner payroll system are loaded to the banner financial aid system through a banner delivered process used to track payments received.~~

- (143) In order to prevent student over-awards and to timely notify the employing department when work-study funding has been exhausted. ~~Y~~ student year-to-date FWS earnings are monitored by the office of financial aid and scholarships. ~~with an ad-hoc report that compares year-to-date earnings to the federal work-study allocation in order to prevent student over-awards and to notify the employing department, the office of student life, and the human resources processing center when work-study funding has been exhausted.~~
- (154) Community service is tracked ~~throughout the year by the community service position identifications in banner documented through the hiring process~~ to monitor compliance with ~~the percentage mandated by the~~ United States department of education requirements.
- (165) All federal work-study earnings are reconciled between the office of financial aid and scholarships and the office of general accounting.
- (176) The office of financial aid and scholarships annually compiles and reports required federal work study ~~study~~ information, ~~including community services data, on the annual "Fiscal Operations Report and Application to Participate" ("FISAP") due October first each year.~~ to the United States department of education.
- (7) Information regarding financial assistance is available on the university's financial aid, scholarships, and awards website and the federal work study website and through the office of financial aid at ysufinaid@ysu.edu.

3356-9-03.2 Employment of students under the federal work-study program.

Responsible Division/Office: Financial Aid and Scholarships
Responsible Officer: Associate Vice President for
Enrollment and Management
Revision History: June 1999; March 2007; March 2011; March
2013; September 2018
Board Committee: Academic and Student Affairs
Effective Date: September 6, 2018
Next Review: 2023

- (A) Policy statement. Youngstown state university (university) participates in the federal work-study program in order to provide eligible students with part-time employment to help meet academic costs and to the provide work experience.
- (B) Purpose. To provide information and guidance to university students, staff, and faculty regarding the United States department of education federal work-study (FWS) program.
- (C) Scope. This policy applies to undergraduate and graduate students seeking employment through the FWS program.

For non-FWS student employment refer to rule 3356-9-03 of the Administrative Code, Employment of students and rule 3356-9-03.1 of the Administrative Code, Appointment of graduate assistants, graduate research assistants, graduate assistant interns, and teaching assistants (see corresponding university policies 3356-9-03 Employment of students and 3356-9-03.1 Appointment of graduate assistant graduate research assistants, graduate assistant interns, and teaching assistants).

- (D) Parameters.
 - (1) While the president has overall responsibility for the management of the university, the responsibility for hiring student employees is delegated to the provost, vice presidents, and divisional executive officers or their designees.

- (2) The office of financial aid and scholarships is responsible for administering and awarding federal work-study funds, university compliance with FWS regulations, and determination of student eligibility in accordance with federal regulations and university policy. University policy requires students to be reviewed for FWS eligibility on a first-come, first-served basis.
 - (3) In addition to on-campus employment, FWS funds may also be used for community service opportunities such as “America Reads” and other community based programs.
 - (4) Students receiving FWS funds are not eligible for fringe benefits, including paid vacation and sick time.
 - (5) Federal work-study payments are administered by the office of payroll.
 - (6) Federal work-study awards are cancelled or reduced when students default on federal loans, become over-awarded due to changes in aid eligibility, or do not maintain satisfactory academic progress.
- (E) Procedures.
- (1) The office of financial aid and scholarships applies annually for FWS funding by submitting the appropriate forms and paperwork to the United States department of education.
 - (2) In order to be considered for FWS funds, students must annually complete the Free Application for Federal Student Aid (FAFSA) form after October first for the following aid year. Students are encouraged to answer yes to the FAFSA question that asks if they are interested in the federal work-study program.
 - (3) In order to prevent student over-awards and to timely notify the employing department when work-study funding has been exhausted, student year-to-date FWS earnings are monitored by the office of financial aid and scholarships.
 - (4) Community service is tracked to monitor compliance with United States department of education requirements.

- (5) All federal work-study earnings are reconciled between the office of financial aid and scholarships and the office of general accounting.
- (6) The office of financial aid and scholarships annually compiles and reports required federal work-study information to the United States department of education.
- (7) Information regarding financial assistance is available on the university's [financial aid, scholarships, and awards](#) website and the [federal work study](#) website and through the office of financial aid at ysufinaid@ysu.edu.



**YOUNGSTOWN
STATE
UNIVERSITY**

**RESOLUTION TO AUTHORIZE
CONFERRAL OF HONORARY DEGREE**

BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby authorize the conferral of a Doctor of Science (D.Sc.) degree, honoris causa, upon Marc Malandro, with all the rights and privileges attendant thereto.

**Board of Trustees Meeting
September 6, 2018
YR 2019-**

Agenda Item G.1.c

Marc Malandro

Marc Malandro serves as the Vice President of Operations for Science at the Chan Zuckerberg Initiative, Palo Alto, California, serving as part of the team to partner and support novel advances in scientific research. Researchers around the world are dramatically expanding our understanding of the science behind medicine. To accelerate this progress, we will bring scientists and engineers together in new ways, create computational and experimental tools to empower the scientific community and build a movement to support basic scientific research.

Previously, Dr. Malandro was the Vice Chancellor for Technology Management and Commercialization and the Founding Director of the Innovation Institute at the University of Pittsburgh. The Innovation Institute leverages the University's campus-wide expertise in teaching and supporting entrepreneurship, assisting entrepreneurs, and transforming world-changing Pitt research into innovations with great commercial potential. Under Dr. Malandro's leadership, the University filed over 1,100 new US patent applications, had been granted 609 US issued patents, entered into over 1,203 license agreements and formed 86 companies based on University research. Dr. Malandro still serves as an Adjunct Professor of Bioengineering and Medicine.

Prior to joining the University, Dr. Malandro co-founded Sagres Discovery, a systems biology company focused on the understanding of the molecular basis of cancer, where he served as Vice President of Technology and Strategic Alliances and was involved in all aspects of intellectual property, licensing and alliance management. Marc completed a PhD from the University of Florida in 1996, and earned a BS and MS in Biological Sciences from YSU.

Dr. Malandro's expertise is at the interface of science, business and law including technology transfer, commercialization of technologies based on academic research, intellectual property, industry-academia relations, innovation and entrepreneurship, licensing, new company formation and partnership-alliance management.

DIVIDER

**INSTITUTIONAL ENGAGEMENT
COMMITTEE**



RESOLUTION TO ACCEPT GIFT OF REAL ESTATE

WHEREAS, Youngstown State University Board of Trustees policy provides that the Board of Trustees may be the recipient of gifts of real estate as determined by the President and as recommended to the Institutional Engagement Committee of the Board of Trustees; and

WHEREAS, the Youngstown State University Foundation owns real estate located within the University's campus as identified on the property map ("Real Estate") attached hereto as Exhibit A; and

WHEREAS, the Youngstown State University Foundation seeks to gift the Real Estate to the Board of Trustees for use by the University; and

WHEREAS, the President recommends that the Board of Trustees accept the gift of Real Estate from the Youngstown State University Foundation.

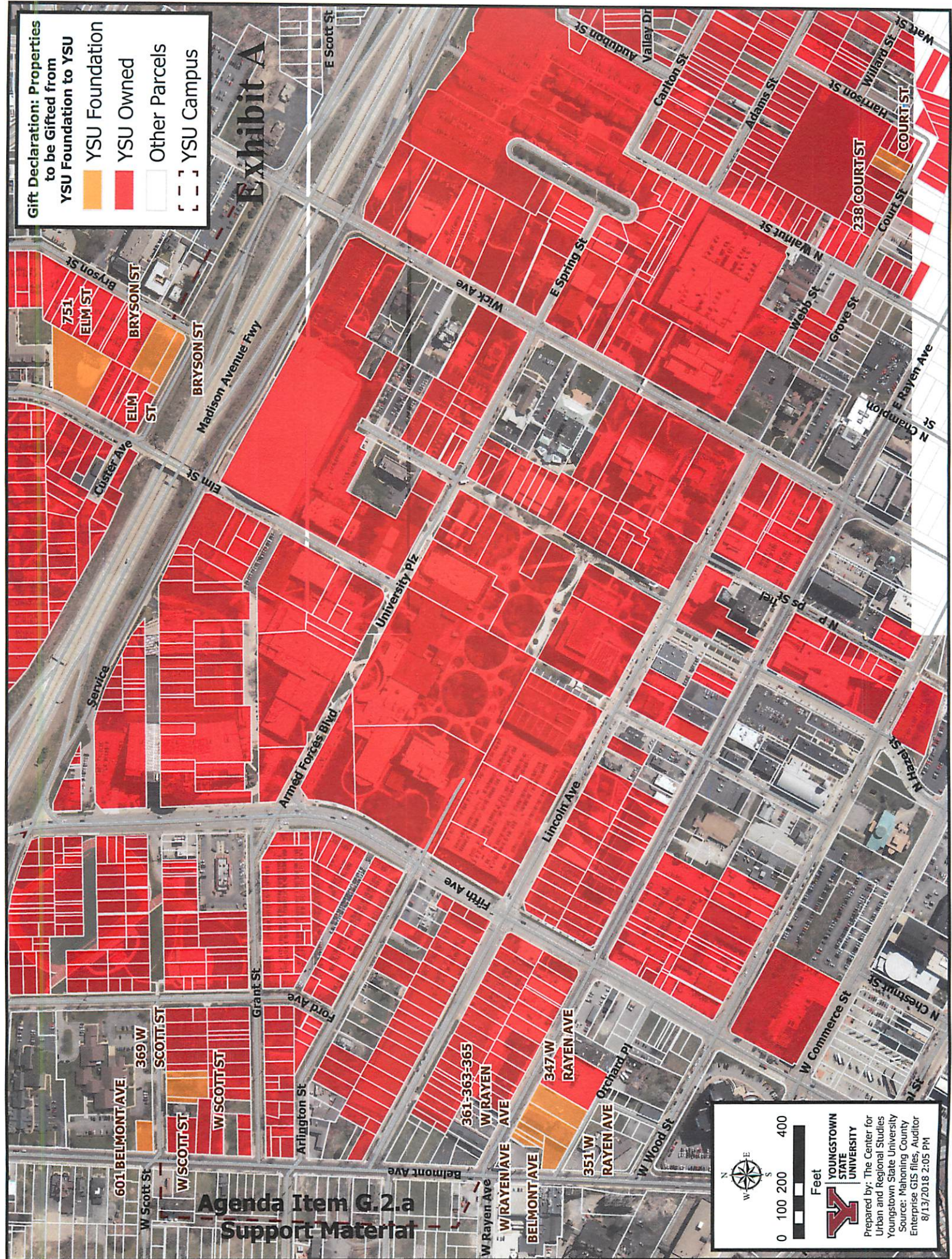
NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees does hereby accept the gift of Real Estate from the Youngstown State University Foundation.

Gift Declaration: Properties to be Gifted from YSU Foundation to YSU

- YSU Foundation
- YSU Owned
- Other Parcels
- YSU Campus

Exhibit A

Agenda Item G.2.a Support Material



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Feet

**YOUNGSTOWN
STATE
UNIVERSITY**

Prepared by: The Center for
Urban and Regional Studies
Youngstown State University
Source: Mahoning County
Enterprise GIS files, Auditor
8/13/2018 2:05 PM



RESOLUTION TO ACCEPT WYSU MEMBERSHIPS

WHEREAS, Board policy provides that the President shall compile a list of memberships to the University for each meeting of the Board of Trustees and present the list accompanied by his recommendation for action by the Board; and

WHEREAS, the President has reported that the memberships as listed in Exhibit **B** attached hereto are being held pending acceptance and he recommends their acceptance;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees does hereby accept these memberships on behalf of Youngstown State University and requests that the President acknowledge the acceptance of these memberships.

**UNIVERSITY MEMBERSHIPS
EXECUTIVE SUMMARY
Fiscal Year 2016-2017
July 1, 2016-June 30, 2017**

Memberships Received	Number of Members	Amount
WYSU-FM	1,737	\$ 255,102
Total University Members	1,737	\$ 255,102

DIVIDER

FINANCE & FACILITIES COMMITTEE



**RESOLUTION TO MODIFY
USE OF UNIVERSITY VEHICLES POLICY,
3356-4-18**

WHEREAS, University Policies are reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies; and

WHEREAS, the Use of University Vehicles policy has been reviewed pursuant to the five-year review cycle, and formatted in accordance with Policy 3356-1-09, Development and Issuance of University Policies.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy Use of University Vehicles, policy number 3356-4-18, shown as Exhibit C attached hereto. A copy of the policy indicating changes to be made is also attached.

3356-4-18 Use of university vehicles.

~~Previous Policy Number: 4016.01 (new)~~
Responsible Division/Office: Finance and ~~Administration~~[Business Operations](#)
Responsible Officer: [Vice President](#) for Finance ~~Administration~~[and Business Operations](#)
Revision History: September 2013; [September 2018](#)
Board Committee: Finance and Facilities
Effective Date: **September 25~~6~~, 2013~~8~~**
Next Review: ~~2018~~[23](#)

(A) Policy statement. Motor vehicles owned or leased by Youngstown state university ([university](#)) are to be operated solely for university business and only by authorized university faculty, staff, and students. Any personal use must be authorized in advance and associated with the use of that vehicle for university business. All university drivers must comply with university vehicle use requirements and procedures.

[\(B\) Scope. This policy applies to all motor vehicles as defined herein.](#)

~~(B)~~[\(C\)](#) Definition.

(1) “University vehicle.” A vehicle that is either owned or leased as part of the University’s motor pool and is certified and licensed to be driven on public roadways. Exclusion: This policy does not cover vehicles leased by the university specifically for a university employee and solely for that employee’s combined business/ personal use.

~~(C)~~[\(D\)](#) Business use of vehicles.

(1) University vehicles are to be used only for authorized university business. It is the responsibility of the department head to enforce proper use of university vehicles assigned to the using department and to ensure that all appropriate forms are completed.

(2) University vehicles are to be operated only by authorized individuals.

- (3) Only authorized passengers may ride in university vehicles. These may be faculty, staff, students, or guests of the university.
- (4) Personal use of a university vehicle that occurs within the broader use of that vehicle for university business, such as a detour from an expected business route to do personal business, is not permitted. Meals and refreshments for breaks during the workday as a part of the use of a university vehicle are permitted.
- (5) Use of a university vehicle solely for personal use or for more than incidental personal use as part of business use is prohibited.

(DE) Driver responsibilities.

- (1) Drivers shall not operate a vehicle that the driver suspects is not operating properly. The driver shall park the vehicle and make appropriate arrangements so that the vehicle can be serviced, otherwise operated safely or towed.
 - (2) Drivers must only transport the number of persons for which there are seatbelts in the vehicle. All persons must wear their seatbelts.
 - (3) Drivers of any university operated vehicle must comply with all state and local traffic laws. Drivers are responsible for payment of any fines resulting from violation of motor vehicle regulations while operating university vehicles.
 - (4) Drivers are responsible for taking appropriate measures to secure and safeguard the vehicle until it is returned to the designated location at the university.
- (F) Violations of the vehicle policy. Employees who violate this policy or administrators who authorize inappropriate or unnecessary use may be liable for the repayment of costs incurred and/or damages that might occur and may be subject to **appropriate** discipline up to and including termination.

3356-4-18 Use of university vehicles.

Responsible Division/Office: Finance and Business Operations
Responsible Officer: Vice President for Finance and
Business Operations
Revision History: September 2013; September 2018
Board Committee: Finance and Facilities
Effective Date: September 6, 2018
Next Review: 2023

- (A) Policy statement. Motor vehicles owned or leased by Youngstown state university (university) are to be operated solely for university business and only by authorized university faculty, staff, and students. Any personal use must be authorized in advance and associated with the use of that vehicle for university business. All university drivers must comply with university vehicle use requirements and procedures.
- (B) Scope. This policy applies to all motor vehicles as defined herein.
- (C) Definition.
 - (1) “University vehicle.” A vehicle that is either owned or leased as part of the University’s motor pool and is certified and licensed to be driven on public roadways. Exclusion: This policy does not cover vehicles leased by the university specifically for a university employee and solely for that employee’s combined business/ personal use.
- (D) Business use of vehicles.
 - (1) University vehicles are to be used only for authorized university business. It is the responsibility of the department head to enforce proper use of university vehicles assigned to the using department and to ensure that all appropriate forms are completed.
 - (2) University vehicles are to be operated only by authorized individuals.

- (3) Only authorized passengers may ride in university vehicles. These may be faculty, staff, students, or guests of the university.
 - (4) Personal use of a university vehicle that occurs within the broader use of that vehicle for university business, such as a detour from an expected business route to do personal business, is not permitted. Meals and refreshments for breaks during the workday as a part of the use of a university vehicle are permitted.
 - (5) Use of a university vehicle solely for personal use or for more than incidental personal use as part of business use is prohibited.
- (E) Driver responsibilities.
- (1) Drivers shall not operate a vehicle that the driver suspects is not operating properly. The driver shall park the vehicle and make appropriate arrangements so that the vehicle can be serviced, otherwise operated safely or towed.
 - (2) Drivers must only transport the number of persons for which there are seatbelts in the vehicle. All persons must wear their seatbelts.
 - (3) Drivers of any university operated vehicle must comply with all state and local traffic laws. Drivers are responsible for payment of any fines resulting from violation of motor vehicle regulations while operating university vehicles.
 - (4) Drivers are responsible for taking appropriate measures to secure and safeguard the vehicle until it is returned to the designated location at the university.
- (F) Violations of the vehicle policy. Employees who violate this policy or administrators who authorize inappropriate or unnecessary use may be liable for the repayment of costs incurred and/or damages that might occur and may be subject to discipline up to and including termination.

**RESOLUTION TO MODIFY
USE OF UNIVERSITY EQUIPMENT POLICY,
3356-4-19**

WHEREAS, University Policies are reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies; and

WHEREAS, the Use of University Equipment policy has been reviewed pursuant to the five-year review cycle, and formatted in accordance with Policy 3356-1-09, Development and Issuance of University Policies.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy Use of University Equipment, policy number 3356-4-19, shown as Exhibit **D** attached hereto. A copy of the policy indicating changes to be made is also attached.

3356-4-19 Use of university equipment.

~~Previous Policy Number: 4017.01 (new)~~

Responsible Division/Office: Finance and ~~Administration~~[Business Operations](#)

Responsible Officer: [Vice President](#) for Finance and ~~Administration~~
[Business Operations](#)

Revision History: September 2013; [September 2018](#)

Board Committee: Finance and Facilities

Effective Date: ~~September 256, 20138~~

Next Review: ~~2018~~[23](#)

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- (A) Policy statement. Use of ~~university~~[the](#) equipment and supplies ~~of~~
[Youngstown state university \(university\)](#) is limited to the pursuit of the
university's mission.
- ~~(B)~~ [Scope. This policy applies to all faculty, staff and students and their use
of university supplies and equipment.](#)
- ~~(B)~~[C](#)) Parameters.
- (1) The university regularly purchases equipment and supplies to meet
its educational, research and service missions. Use of such
equipment and supplies is restricted to the undertaking of those
missions. Faculty, students, and staff are not permitted to utilize
university equipment or supplies solely for personal use or for
more than incidental personal use as part of business use.
Individuals who are not university faculty, students, or staff may
not use university equipment or supplies unless contracted to do
so.
 - (2) Any exception to this policy must have the written approval of the
appropriate divisional executive officer.
- ~~(D)~~[E](#)) Violations. Employees who violate this policy, including violations by
administrators who authorize inappropriate or unnecessary use, may be
liable for the repayment of costs incurred and/or damages that might occur
and could be subject to ~~appropriate~~-discipline [up to and including
termination.](#)

**Agenda Item G.3.b
Exhibit D**

3356-4-19 Use of university equipment.

Responsible Division/Office: Finance and Business Operations

Responsible Officer: Vice President for Finance and
Business Operations

Revision History: September 2013; September 2018

Board Committee: Finance and Facilities

Effective Date: September 6, 2018

Next Review: 2023

- (A) Policy statement. Use of the equipment and supplies of Youngstown state university (university) is limited to the pursuit of the university's mission.
- (B) Scope. This policy applies to all faculty, staff and students and their use of university supplies and equipment.
- (C) Parameters.
- (1) The university regularly purchases equipment and supplies to meet its educational, research and service missions. Use of such equipment and supplies is restricted to the undertaking of those missions. Faculty, students, and staff are not permitted to utilize university equipment or supplies solely for personal use or for more than incidental personal use as part of business use. Individuals who are not university faculty, students, or staff may not use university equipment or supplies unless contracted to do so.
 - (2) Any exception to this policy must have the written approval of the appropriate divisional executive officer.
- (D) Violations. Employees who violate this policy, including violations by administrators who authorize inappropriate or unnecessary use, may be liable for the repayment of costs incurred and/or damages that might occur and could be subject to discipline up to and including termination.



**RESOLUTION TO APPROVE
INTERFUND TRANSFERS**

WHEREAS, University Policy Number 3356-3-11.1, Budget Transfers, requires Board of Trustees approval for inter-fund transfers of \$100,000 or more for operating purposes or for any purpose other than a specific capital improvement project, for capital improvements or construction projects of \$500,000 or more, and for transfers out of operating reserves regardless of amount; and

WHEREAS, certain accounting and budget adjustments and transfers outside the operating budget are necessary during the course of a fiscal year and at the end of a fiscal year.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the transfer of funds, as detailed in Exhibit E.



YOUNGSTOWN STATE UNIVERSITY
Interfund Transfers Requiring Board Approval
Transfers Outside of the Operating Budget
Requested Transfers for First Quarter 2019

FROM	TO	AMOUNT	REASON
<i>Operating Carry Forward (Designated Fund)</i>	<i>Various Funds (Designated Funds)</i>		<i>Transfer year end balances to designated funds</i>
	Tech & Lab Mat. Fee Carry Fwd.	\$793,283	
	College Fee Carry Fwd.	\$549,718	
	Program Fee Carry Fwd	\$124,579	
	Technology Master Plan	\$959,112	
<i>Debt Service Reserve Funds</i>	<i>Debt Service Funds</i>		<i>Transfers totaling \$3,807,921 to fund portion of FY19 Debt Service</i>
General Fund (Unrestricted Plant Fund)	Bond Fund - Series 2009	\$245,387	Portion supported by General Fund.
General Fund (Unrestricted Plant Fund)	Bond Fund - Series 2010	\$1,477,750	Portion supported by General Fund.
General Fund (Unrestricted Plant Fund)	Bond Fund - Series 2016	\$537,908	Portion supported by General Fund.
WCBA Gifts (Restricted Plant Fund)	Bond Fund - Series 2009	\$658,972	Portion attributed to the WCBA.
WCBA Gifts (Restricted Plant Fund)	Bond Fund - Series 2016	\$769,510	Portion attributed to the WCBA.
Vets Center Gifts (Restricted Plant Fund)	Bond Fund - Series 2010	\$118,394	Portion attributed to Vets Center.

DIVIDER

**UNIVERSITY AFFAIRS
COMMITTEE**



**RESOLUTION TO RATIFY
PERSONNEL ACTIONS**

WHEREAS, the *Policies of the Board of Trustees* authorize the President to manage the University, including appointing such employees as are necessary to effectively carry out the operation of the University and any other necessary personnel actions; and

WHEREAS, new appointments and other personnel actions have been made subsequent to the June 7, 2018, meeting of the Board of Trustees; and

WHEREAS, such personnel actions are in accordance with the 2018-2019 Budget and with University policies 3356-2-02, Equal Opportunity and Affirmative Action Recruitment and Employment; 3356-7-36, Hiring and Selection Process, Contracts and Compensation for Intercollegiate Athletic Coaches; 3356-9-02, Selection and Annual Evaluation of Administrative Officers of the University; and 3356-7-42, Selection of Professional/Administrative Staff;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby ratify and confirm the personnel actions as listed in Exhibit F attached hereto.

SUMMARY OF PERSONNEL ACTIONS
Athletics Employees
4/16/18 through 7/15/18

Appointments – 3

New Positions – 0

Replacement Positions – 3

- Professional Administrative Staff – 1
- Professional Administrative Excluded – 2

Separations – 1

- Professional Administrative Excluded – 1

Promotions – 1

- Professional Administrative Excluded – 1

Salary Adjustments– 6

- Professional Administrative Staff – 1
- Professional Administrative Excluded – 5

**YOUNGSTOWN STATE UNIVERSITY
ATHLETICS EMPLOYEES
PERSONNEL ACTIONS 4/16/18 THROUGH 7/15/18
APPOINTMENTS**

EMPLOYEE NAME	EMPLOYEE TYPE	POSITION TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATES	FTE	SALARY
Wingard, R. Andrew	APAS	Manager Athletic Ticket Sales	Ticket Office	4/16/2018	1.00	\$ 45,000.00
Altomare, Louis	Excluded	Assistant Coach Strength Conditioning	Training Room	5/16/2018	1.00	\$ 30,765.00
Hurst, Billy	Excluded	Assistant Coach FB Dir of Operations	Training Room	7/2/2018	1.00	\$ 24,519.00

**YOUNGSTOWN STATE UNIVERSITY
ATHLETICS EMPLOYEES
PERSONNEL ACTIONS 4/16/18 THROUGH 7/15/18
SEPARATIONS**

EMPLOYEE NAME	EMPLOYEE TYPE	POSITION TITLE	DEPARTMENT	DATE OF SEPARATON	FTE	SALARY
Hinkle, David	Excluded	Athletic Business Manager	Ticket Office	5/1/2018	1.00	\$ 54,122.42

**YOUNGSTOWN STATE UNIVERSITY
ATHLETICS EMPLOYEES
PERSONNEL ACTIONS 4/16/18 THROUGH 7/15/18
PROMOTIONS**

EMPLOYEE NAME	EMPLOYEE TYPE	NEW POSITION TITLE/ OLD POSITION TITLE	NEW DEPARTMENT/ OLD DEPARTMENT	CONTRACT APPT. DATES	FTE	NEW SALARY	PREVIOUS SALARY
Pinciario, Steven	Excluded	Athletic Business Manager/ Coordinator Athletic Business Office	Ticket Office/ Ticket Office	6/1/2018	1.00	\$ 50,000.00	\$37,715.00

**YOUNGSTOWN STATE UNIVERSITY
ATHLETICS EMPLOYEES
PERSONNEL ACTIONS 4/16/18 THROUGH 7/15/18
SALARY ADJUSTMENTS**

EMPLOYEE NAME	EMPLOYEE TYPE	POSITION TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATES	NEW FTE	NEW SALARY	OLD FTE	PREVIOUS SALARY
Rollins, Matthew	APAS	Coordinator of Facilities	Athletic Facilities Rental	7/1/2018	1.00	\$ 40,107.00	1.00	\$ 39,607.00
Campbell, Brian	Excluded	Head Coach, Softball	Softball	7/1/2018	1.00	\$ 52,000.00	1.00	\$ 49,306.00
Gilliam, Chelsea	Excluded	Head Coach, Women's Bowling	Women's Bowling	7/1/2018	1.00	\$ 33,833.00	0.75	\$ 25,375.00
Gorby, Brian	Excluded	Head Coach, Track and CC	Track - Men's	7/1/2018	1.00	\$ 57,578.00	1.00	\$ 57,008.00
Sopel, Mickael	Excluded	Head Coach, Mens Womens Tennis	Tennis - Men's	7/1/2018	1.00	\$ 50,870.00	1.00	\$ 50,366.00
Stanko, Jacqueline	Excluded	Assistant Coach, Swimming & Diving	Swiming & Diving - Women's	7/1/2018	0.75	\$ 17,745.00	0.50	\$ 12,080.00



**RESOLUTION TO MODIFY
VACATION LEAVE, PROFESSIONAL/ADMINISTRATIVE STAFF AND
DEPARTMENT CHAIRPERSONS NOT COVERED BY A COLLECTIVE
BARGAINING AGREEMENT POLICY, 3356-7-09**

WHEREAS, University Policies are reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies; and

WHEREAS, the Vacation Leave, Professional/Administrative Staff and Department Chairpersons Not Covered by a Collective Bargaining Agreement policy has been reviewed pursuant to the five-year review cycle, and formatted in accordance with Policy 3356-1-09, Development and Issuance of University Policies.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy Vacation Leave, Professional/Administrative Staff and Department Chairpersons Not Covered by a Collective Bargaining Agreement, policy number 3356-7-09, shown as Exhibit G attached hereto. A copy of the policy indicating changes to be made is also attached.

3356-7-09 Vacation leave, professional/administrative staff and department chairpersons not covered by a collective bargaining agreement.

~~Previous Policy Number: 7002.05~~

Responsible Division/Office: Human Resources

Responsible Officer: Vice President for Legal Affairs and [Human Resources](#)~~Athletics~~

Revision History: May 1998; September 2009; October 2010
March 2016; [September 2018](#)

Board Committee: University Affairs

Effective Date: ~~March 16, 2016~~ [September 6, 2018](#)

Next Review: ~~2021~~ [2023](#)

- (A) Policy statement. The university is committed to employment practices that promote the health and welfare of its employees. Through its leave programs, it provides for and encourages preventive health care; physical, emotional, and mental well-being; professional growth and development; and civic responsibility.
- (B) Scope. This policy applies to professional/administrative staff and department chairpersons who are not part of a recognized bargaining unit. Employees in externally funded positions are provided with benefits in accordance with rule 3356-7-43 of the Administrative Code ([see university policy 3356-7-43](#) “Externally funded professional/administrative staff”). Other employees covered by collective bargaining may refer to their respective labor agreement.
- (C) Parameters.
- (1) Full-time professional/administrative staff and department chairpersons on twelve-month ~~contracts~~ [appointments](#) earn 7.33 hours per pay period or one hundred seventy-six hours of paid vacation leave each fiscal year.
 - (2) Full-time staff with annual ~~contracts~~ [appointments](#) ~~for~~ less than twelve months and part-time staff with a .75 or greater full-time equivalent (“FTE”) ~~shall~~ earn vacation leave on a prorated basis, derived from the formula for twelve-month staff. Part-time staff employed less than .75 FTE do not earn vacation leave.

- (3) Individuals whose employment begins or ends during a given fiscal year shall earn a prorated amount of vacation leave during the fraction of the fiscal year employed.
- (4) Vacation leave for full-time twelve-month staff may be accrued up to a maximum of three hundred twenty hours.
- (5) Employees whose vacation balance reaches three hundred twenty hours will not accrue vacation until the balance is reduced below the forty-day maximum. Employees are responsible for monitoring the vacation balance.
- (6) Vacation leave for part-time staff, .75 or greater FTE, may not exceed the maximum accrual for the prorated FTE and should be requested in hours (e.g., a .75 FTE staff member would have a maximum accrual of two hundred forty hours).
- (7) Vacation leave accrual begins on the effective date of the initial employment and may be requested once the staff member has successfully completed ~~three months~~ [ninety \(90\) days](#) of service.
- (8) Accrued vacation leave may be taken prior to the effective date of separation or a cash payment will be made for vacation accrued through the last day of work, ~~provided an acceptable notice of resignation of at least 14 calendar days has been submitted to the office of human resources.~~ [There will be no cash payment for accrued vacation hours made to employees separating from an externally funded position.](#)
- ~~(9) Full-time externally funded professional/administrative staff earn vacation leave in accordance with university policy 3356-7-43 (see rule 3356-7-43 of the Administrative Code).~~
- ~~(10)~~ Department chairpersons and other administrators holding earned rank and tenure (~~see rule 3356-9-05 of the Administrative Code~~) who revert to faculty status will receive a cash payment for accrued vacation earned through the last day of the administrative appointment. [\(see rule 3356-9-05 of the Administrative Code and/or university policy 3356-9-05 Faculty rank and tenure for designated administrators.](#)
- ~~(11) Authorized Accrued vacation leave may be taken prior to the effective date of retirement, or a cash payment will be made for vacation accrued through the last day employed.~~

- (120) If an employee moves to a professional/administrative excluded status and their current available vacation balance exceeds the maximum, a partial payout will be made to reduce the balance such that the employee will accrue the full accrual amount in the first pay period worked in the new position. ~~If the vacation balance of classified staff member who transfers to professional/administrative status exceeds the maximum accrual permitted, a cash payment will be made available to reduce the balance to an amount no less than two hundred eighty hours.~~

(D) Procedures.

- (1) Vacation leave may be taken at a time that is mutually agreed upon by the staff member and the immediate supervisor.
- (2) The staff member will request approval from the immediate supervisor in advance of the leave. The staff member will report the use of vacation leave, utilizing the electronic leave reporting system for the pay period in which the leave is utilized.
- (3) The supervisor approves the vacation leave as reported, utilizing the electronic leave reporting system.

3356-7-09 Vacation leave, professional/administrative staff and department chairpersons not covered by a collective bargaining agreement.

Responsible Division/Office: Human Resources
Responsible Officer: Vice President for Legal Affairs and Human Resources
Revision History: May 1998; September 2009; October 2010
March 2016; September 2018
Board Committee: University Affairs
Effective Date: September 6, 2018
Next Review: 2023

- (A) Policy statement. The university is committed to employment practices that promote the health and welfare of its employees. Through its leave programs, it provides for and encourages preventive health care; physical, emotional, and mental well-being; professional growth and development; and civic responsibility.
- (B) Scope. This policy applies to professional/administrative staff and department chairpersons who are not part of a recognized bargaining unit. Employees in externally funded positions are provided with benefits in accordance with rule 3356-7-43 of the Administrative Code (see university policy 3356-7-43 Externally funded professional/administrative staff). Other employees covered by collective bargaining may refer to their respective labor agreement.
- (C) Parameters.
- (1) Full-time professional/administrative staff and department chairpersons on twelve-month appointments earn 7.33 hours per pay period or one hundred seventy-six hours of paid vacation leave each fiscal year.
 - (2) Full-time staff with annual appointments less than twelve months and part-time staff with a .75 or greater full-time equivalent (“FTE”) earn vacation leave on a prorated basis, derived from the formula for twelve-month staff. Part-time staff employed less than .75 FTE do not earn vacation leave.

- (3) Individuals whose employment begins or ends during a given fiscal year shall earn a prorated amount of vacation leave during the fraction of the fiscal year employed.
- (4) Vacation leave for full-time twelve-month staff may be accrued up to a maximum of three hundred twenty hours.
- (5) Employees whose vacation balance reaches three hundred twenty hours will not accrue vacation until the balance is reduced below the forty-day maximum. Employees are responsible for monitoring the vacation balance.
- (6) Vacation leave for part-time staff, .75 or greater FTE, may not exceed the maximum accrual for the prorated FTE and should be requested in hours (e.g., a .75 FTE staff member would have a maximum accrual of two hundred forty hours).
- (7) Vacation leave accrual begins on the effective date of the initial employment and may be requested once the staff member has successfully completed ninety (90) days of service.
- (8) Accrued vacation leave may be taken prior to the effective date of separation or a cash payment will be made for vacation accrued through the last day of work. There will be no cash payment for accrued vacation hours made to employees separating from an externally funded position.
- (9) Department chairpersons and other administrators holding earned rank and tenure (who revert to faculty status will receive a cash payment for accrued vacation earned through the last day of the administrative appointment (see rule 3356-9-05 of the Administrative Code and/or university policy 3356-9-05 Faculty rank and tenure for designated administrators.
- (10) If an employee moves to a professional/administrative excluded status and their current available vacation balance exceeds the maximum, a partial payout will be made to reduce the balance such that the employee will accrue the full accrual amount in the first pay period worked in the new position.

(D) Procedures.

- (1) Vacation leave may be taken at a time that is mutually agreed upon by the staff member and the immediate supervisor.
- (2) The staff member will request approval from the immediate supervisor in advance of the leave. The staff member will report the use of vacation leave, utilizing the electronic leave reporting system for the pay period in which the leave is utilized.
- (3) The supervisor approves the vacation leave as reported, utilizing the electronic leave reporting system.



**RESOLUTION TO MODIFY
CIVIC LEAVE WITH PAY, EXCLUDED
PROFESSIONAL/ADMINISTRATIVE AND EXCLUDED CLASSIFIED
STAFF POLICY, 3356-7-11**

WHEREAS, University Policies are reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies; and

WHEREAS, the Civic Leave with Pay, Excluded Professional/Administrative and Excluded Classified Staff policy has been reviewed pursuant to the five-year review cycle, and formatted in accordance with Policy 3356-1-09, Development and Issuance of University Policies.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy Civic Leave with Pay, Excluded Professional/Administrative and Excluded Classified Staff, policy number 3356-7-11, shown as Exhibit **H** attached hereto. A copy of the policy indicating changes to be made is also attached.

3356-7-11 Civic leave with pay, excluded professional/administrative and excluded classified staff.

~~Previous Policy Number: 7002.07~~
Responsible Division/Office: ~~Finance and Administration~~/[Human Resources](#)
Responsible Officer: ~~VP for Finance and Administration~~[Vice President for Legal Affairs and Human Resources](#)
Revision History: October 1998; March 1999; March 2013; [September 2018](#)
Board Committee: University Affairs
Effective Date: ~~March 13, 2013~~[September 6, 2018](#)
Next Review: ~~2018~~[2023](#)

- (A) Policy statement. The university is committed to employment practices that promote the health and welfare of its employees. Through its leave programs, it provides for and encourages preventive healthcare; physical, emotional, and mental well-being; professional growth and development; and civic responsibility.
- (B) Parameters.
- (1) As provided in rule 123:1-34-03 of the Administrative Code and section 124.135 of the Revised Code, employees shall be granted civic leave with full pay and benefits when:
- (a) Subpoenaed to appear before any court or other legally constituted body authorized to compel the attendance of witnesses, where the employee is not a party to the action;
 - (b) Summoned for jury duty by any court of competent jurisdiction; or
 - (c) The university appoints or approves an appointment to serve in an unpaid position on an advisory board or commission or to solicit for charities for which university payroll deductions are made. This policy does not apply to situations where employees are being compensated by a third party, i.e., expert witness testimony.

- (2) Employees required to appear or serve for only part of a day for court or jury duty may be obligated to return to a scheduled work assignment following dismissal by the court.
 - (3) Employees who are appellants in any action before the state personnel board of review (“SPBR”) and are in active pay status at the time of a scheduled hearing before SPBR may be granted civic leave with full pay and benefits for purposes of attending the hearing.
- (C) Procedures.
- (1) Employees shall provide written notification of civic leave to the supervisor as far in advance of the leave as possible. Documentation regarding the leave (e.g., a copy of the summons or subpoena) shall be attached to the notification.
 - (2) Employees may retain any money received as compensation or expense reimbursement for jury duty or court attendance compelled by subpoena.
 - (3) Employees covered by collective bargaining should refer to their respective agreement.

3356-7-11 Civic leave with pay, excluded professional/administrative and excluded classified staff.

Responsible Division/Office: Human Resources
Responsible Officer: Vice President for Legal Affairs and Human Resources
Revision History: October 1998; March 1999; March 2013; September 2018
Board Committee: University Affairs
Effective Date: September 6, 2018
Next Review: 2023

- (A) Policy statement. The university is committed to employment practices that promote the health and welfare of its employees. Through its leave programs, it provides for and encourages preventive healthcare; physical, emotional, and mental well-being; professional growth and development; and civic responsibility.
- (B) Parameters.
- (1) As provided in rule 123:1-34-03 of the Administrative Code and section 124.135 of the Revised Code, employees shall be granted civic leave with full pay and benefits when:
- (a) Subpoenaed to appear before any court or other legally constituted body authorized to compel the attendance of witnesses, where the employee is not a party to the action;
 - (b) Summoned for jury duty by any court of competent jurisdiction; or
 - (c) The university appoints or approves an appointment to serve in an unpaid position on an advisory board or commission or to solicit for charities for which university payroll deductions are made. This policy does not apply to situations where employees are being compensated by a third party, i.e., expert witness testimony.

- (2) Employees required to appear or serve for only part of a day for court or jury duty may be obligated to return to a scheduled work assignment following dismissal by the court.
 - (3) Employees who are appellants in any action before the state personnel board of review (“SPBR”) and are in active pay status at the time of a scheduled hearing before SPBR may be granted civic leave with full pay and benefits for purposes of attending the hearing.
- (C) Procedures.
- (1) Employees shall provide written notification of civic leave to the supervisor as far in advance of the leave as possible. Documentation regarding the leave (e.g., a copy of the summons or subpoena) shall be attached to the notification.
 - (2) Employees may retain any money received as compensation or expense reimbursement for jury duty or court attendance compelled by subpoena.
 - (3) Employees covered by collective bargaining should refer to their respective agreement.



**RESOLUTION TO MODIFY
SICK LEAVE ACCRUAL, USE AND CONVERSION, EXCLUDED
PROFESSIONAL/ADMINISTRATIVE AND EXCLUDED CLASSIFIED
STAFF POLICY, 3356-7-13**

WHEREAS, University Policies are reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies; and

WHEREAS, the Sick Leave Accrual, Use and Conversion, Excluded Professional/Administrative and Excluded Classified Staff policy has been reviewed pursuant to the five-year review cycle, and formatted in accordance with Policy 3356-1-09, Development and Issuance of University Policies.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy Sick Leave Accrual, Use and Conversion, Excluded Professional/Administrative and Excluded Classified Staff, policy number 3356-7-13, shown as Exhibit I attached hereto. A copy of the policy indicating changes to be made is also attached.

**3356-7-13 Sick leave accrual, use and conversion, excluded professional/
administrative and excluded classified staff.**

~~Previous Policy Number: 7002.09~~

Responsible Division/Office: Human Resources

Responsible Officer: [Vice President](#) for Legal Affairs and Human
Resources

Revision History: January 1999; November 2009; October 2011;
June 2012; December 2016; [September 2018](#)

Board Committee: University Affairs

Effective Date: ~~December 1, 2016~~ [September 6, 2018](#)

Next Review: ~~2021~~ [2023](#)

- (A) Policy statement. The university is committed to employment practices that promote the health and welfare of its employees. Through its leave programs, it provides for and encourages preventive health care; physical, emotional, and mental well-being; professional growth and development; and civic responsibility.
- (B) Parameters.
- (1) Professional/administrative and classified staff who are excluded from a bargaining unit earn fifteen days of sick leave per year. Said sick leave is accrued at the rate of five hours per semi-monthly pay period for excluded professional/administrative staff and 4.6 hours per biweekly pay period for excluded classified staff.
 - (2) Professional/administrative and classified staff who are excluded from a bargaining unit may utilize up to four days of accrued but unused sick leave per fiscal year for personal reasons not necessarily associated with an illness or injury to the employee or an immediate family member.
 - (3) Sick leave may be accumulated without limit provided the employee remains in an active pay status at the university.
 - (4) Sick leave may be utilized for personal illness, injury or exposure to a contagious disease which could be communicated to other employees, and visits to, or treatments by, medical providers that cannot be scheduled outside the employee's normal work hours.

- (5) Sick leave may also be utilized for an illness in the employee's immediate family when the employee's presence is reasonably necessary for the health and welfare of the affected family member.
 - (6) Paid sick leave shall be used concurrently with Family and Medical Leave Act (~~"FMLA"~~) in accordance with rule 3356-7-05 of the Administrative Code ([see university policy 3356-7-05 Family and Medical Leave Act \(FMLA\)](#)).
 - (7) [As used in this policy, retirement refers to retirement under the provisions of one of the Ohio public retirement systems at the time of separation and requested sick leave conversion.](#) At the time of retirement, excluded professional/administrative staff that have completed ten or more years of active service or a combination of active university service, together with other state of Ohio units as specified by law, shall receive payment for one-fourth of the unused sick leave days up to a maximum of fifty days. Payment is based on the rate of pay at the time of retirement. Such payment will be made only once to an employee. After the employee accepts the payment, all remaining sick leave credit accrued will be eliminated. (Please see section 21.5 of the association of classified employees agreement regarding sick leave for excluded classified employees.)
 - (8) A retired employee who returns to university service may accrue and use sick leave as before, but cannot receive a second sick leave conversion payment.
 - (9) Sick leave conversion does not apply to any ~~termination or~~ separation other than retirement.
 - (10) Employees covered by collective bargaining should refer to their respective labor agreement.
- (C) Procedures.
- ~~(1)~~ — Employees utilizing sick leave should notify their immediate supervisor as soon as possible regarding the necessity to utilize sick leave. To the extent such is ~~possible;~~[possible](#); sick leave used for personal reasons is to be scheduled in advance. [The university's electronic process should be followed for the reporting and approval of leave. For procedures related to extended sick leave refer to rule 3356-7-05 of the Administrative Code \(see](#)

university Ppolicy 3356-7-05 Family and Medical Leave Act (FMLA)).

- ~~(2) — Employees are required to complete the appropriate sick leave form in advance of the leave, when possible or immediately upon return to work.~~
- ~~(3) — Employees will forward the completed form to their immediate supervisor for approval/disapproval.~~
- ~~(4) — The supervisor reviews and approves/disapproves the leave and forwards it to the office of human resources for processing and records retention.~~

**3356-7-13 Sick leave accrual, use and conversion, excluded professional/
administrative and excluded classified staff.**

Responsible Division/Office: Human Resources
Responsible Officer: Vice President for Legal Affairs and Human
Resources
Revision History: January 1999; November 2009; October 2011;
June 2012; December 2016; September 2018
Board Committee: University Affairs
Effective Date: September 6, 2018
Next Review: 2023

- (A) Policy statement. The university is committed to employment practices that promote the health and welfare of its employees. Through its leave programs, it provides for and encourages preventive health care; physical, emotional, and mental well-being; professional growth and development; and civic responsibility.
- (B) Parameters.
- (1) Professional/administrative and classified staff who are excluded from a bargaining unit earn fifteen days of sick leave per year. Said sick leave is accrued at the rate of five hours per semi-monthly pay period for excluded professional/administrative staff and 4.6 hours per biweekly pay period for excluded classified staff.
 - (2) Professional/administrative and classified staff who are excluded from a bargaining unit may utilize up to four days of accrued but unused sick leave per fiscal year for personal reasons not necessarily associated with an illness or injury to the employee or an immediate family member.
 - (3) Sick leave may be accumulated without limit provided the employee remains in an active pay status at the university.
 - (4) Sick leave may be utilized for personal illness, injury or exposure to a contagious disease which could be communicated to other employees, and visits to, or treatments by, medical providers that cannot be scheduled outside the employee's normal work hours.

- (5) Sick leave may also be utilized for an illness in the employee's immediate family when the employee's presence is reasonably necessary for the health and welfare of the affected family member.
 - (6) Paid sick leave shall be used concurrently with Family and Medical Leave Act (FMLA) in accordance with rule 3356-7-05 of the Administrative Code (see university policy 3356-7-05 Family and Medical Leave Act (FMLA)).
 - (7) As used in this policy, retirement refers to retirement under the provisions of one of the Ohio public retirement systems at the time of separation and requested sick leave conversion. At the time of retirement, excluded professional/administrative staff that have completed ten or more years of active service or a combination of active university service, together with other state of Ohio units as specified by law, shall receive payment for one-fourth of the unused sick leave days up to a maximum of fifty days. Payment is based on the rate of pay at the time of retirement. Such payment will be made only once to an employee. After the employee accepts the payment, all remaining sick leave credit accrued will be eliminated. (Please see section 21.5 of the association of classified employees agreement regarding sick leave for excluded classified employees.)
 - (8) A retired employee who returns to university service may accrue and use sick leave as before, but cannot receive a second sick leave conversion payment.
 - (9) Sick leave conversion does not apply to any separation other than retirement.
 - (10) Employees covered by collective bargaining should refer to their respective labor agreement.
- (C) Procedures. Employees utilizing sick leave should notify their immediate supervisor as soon as possible regarding the necessity to utilize sick leave. To the extent such is possible; sick leave used for personal reasons is to be scheduled in advance. The university's electronic process should be followed for the reporting and approval of leave. For procedures related to

extended sick leave refer to rule 3356-7-05 of the Administrative Code
(see university policy 3356-7-05 Family and Medical Leave Act (FMLA)).



**RESOLUTION TO MODIFY
RESIGNATION OF EMPLOYMENT POLICY, 3356-7-38**

WHEREAS, University Policies are reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies; and

WHEREAS, the Resignation of Employment policy has been reviewed pursuant to the five-year review cycle, and formatted in accordance with Policy 3356-1-09, Development and Issuance of University Policies.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy Resignation of Employment, policy number 3356-7-38, shown as Exhibit **J** attached hereto. A copy of the policy indicating changes to be made is also attached.

3356-7-38 Resignation of employment.

Responsible Division/Office: Human Resources
Responsible Officer: [Vice President](#) for Legal Affairs and Human Resources
Revision History: May 1998; March 2011; June 2017; [September 2018](#)
Board Committee: University Affairs
Effective Date: ~~June 14, 2017~~ [September 6, 2018](#)
Next Review: ~~2022~~ [23](#)

- (A) Policy statement. It is the policy of the university to obtain a written resignation from all employees who are voluntarily terminating their employment with the university.
- (B) Scope. This policy applies to all full-time, part-time, and term employees. This policy does not apply to student employees.
- (C) Parameters.
 - (1) Unless otherwise specified by the applicable collective bargaining agreement, a two-week written notice of resignation is standard and will be provided by the resigning employee to their supervisor. Longer notice periods may be appropriate for key positions and alternative notice arrangements may be arranged with the employee, unit, and human resources.
 - ~~(2) Unless otherwise specified by a collective bargaining agreement, vacation benefits will not be paid without at least a two-week written resignation notice. (See rule 3356-7-09 of the Administrative Code.)~~
 - ~~(3)~~ (2) The university is not required to accept a rescission of a resignation.
 - ~~(4)~~ (3) The chief human resources officer is authorized to develop additional procedures necessary for the implementation of this policy.

- (S4) Employees must return all university property and provide their current university computer system password on or before the last work day at a time determined by management.
- (D) Procedures. Additional information regarding separation/transfer of employment is available on the human resources [“Separation/Transfer of Employment” webpage](#). Bargaining unit employees should consult their respective labor agreements.
- (1) In advance of formally submitting a letter of resignation, it is advised that employees discuss their intent with their immediate supervisor.
 - (2) Employees, except classified civil service staff members, shall send a formal letter of resignation to their supervisor, with copies to the provost or appropriate vice president and the office of human resources.
 - (3) Classified civil service staff members are expected to provide a minimum two-week notice of resignation/retirement to the office of human resources.
 - (4) In those instances where the notice of intent to resign is given verbally to the supervisor, the supervisor will confirm the acceptance of the resignation to the employee in writing.
 - (5) The supervisor will notify the office of human resources in writing immediately upon receiving notice of an employee’s intent to resign.
 - (6) A supervisor after consultation with the office of human resources may designate an earlier final date of employment.
 - (7) Upon receipt of the letter of resignation, the office of human resources will prepare a [letter document](#) officially accepting the resignation. ~~to be sent by the hiring authority or chief human resources officer.~~ This office will also notify the appropriate departments, units, and offices of the impending ~~resignation~~[separation](#).
 - (8) The office of human resources will process all resignations and authorize any payment of vacation benefit applicable.

- (9) The ~~office of human resources will provide a checklist to the~~ resigning employee's supervisor ~~who will complete the~~ ["Exit Separation/Transfer Checklist"](#) ~~and~~ will secure all university property available to the employee (e.g., keys, tools, identification card, parking permit, computer password) prior to the date of separation.
- (10) Normally, the final payroll check will be released within thirty days of the date of separation pending audits and the clearance of all applicable offices and the return of all university property.
- (E) Exit interview. As part of the resignation process, supervisors should ask employees to voluntarily complete an online [exit survey](#) before leaving the university. The information on the online form is confidential and not released to the employee's supervisor. The university will use the information provided by the employee in the aggregate to determine employment trends and identify problem areas. In the alternative, an employee may complete a printable version of the [exit survey](#) and submit it to human resources or to their supervisor who will forward the form to human resources.

3356-7-38 Resignation of employment.

Responsible Division/Office: Human Resources
Responsible Officer: Vice President for Legal Affairs and Human Resources
Revision History: May 1998; March 2011; June 2017; September 2018
Board Committee: University Affairs
Effective Date: September 6, 2018
Next Review: 2023

- (A) Policy statement. It is the policy of the university to obtain a written resignation from all employees who are voluntarily terminating their employment with the university.
- (B) Scope. This policy applies to all full-time, part-time, and term employees. This policy does not apply to student employees.
- (C) Parameters.
 - (1) Unless otherwise specified by the applicable collective bargaining agreement, a two-week written notice of resignation is standard and will be provided by the resigning employee to their supervisor. Longer notice periods may be appropriate for key positions and alternative notice arrangements may be arranged with the employee, unit, and human resources.
 - (2) The university is not required to accept a rescission of a resignation.
 - (3) The chief human resources officer is authorized to develop additional procedures necessary for the implementation of this policy.
 - (4) Employees must return all university property and provide their current university computer system password on or before the last work day at a time determined by management.

- (D) Procedures. Additional information regarding separation/transfer of employment is available on the human resources [“Separation/Transfer of Employment” webpage](#). Bargaining unit employees should consult their respective labor agreements.
- (1) In advance of formally submitting a letter of resignation, it is advised that employees discuss their intent with their immediate supervisor.
 - (2) Employees, except classified civil service staff members, shall send a formal letter of resignation to their supervisor, with copies to the provost or appropriate vice president and the office of human resources.
 - (3) Classified civil service staff members are expected to provide a minimum two-week notice of resignation/retirement to the office of human resources.
 - (4) In those instances where the notice of intent to resign is given verbally to the supervisor, the supervisor will confirm the acceptance of the resignation to the employee in writing.
 - (5) The supervisor will notify the office of human resources in writing immediately upon receiving notice of an employee’s intent to resign.
 - (6) A supervisor after consultation with the office of human resources may designate an earlier final date of employment.
 - (7) Upon receipt of the letter of resignation, the office of human resources will prepare a document officially accepting the resignation. This office will also notify the appropriate departments, units, and offices of the impending separation.
 - (8) The office of human resources will process all resignations and authorize any payment of vacation benefit applicable.
 - (9) The resigning employee’s supervisor will complete the “Exit Separation/Transfer Checklist” and will secure all university property available to the employee (e.g., keys, tools, identification

card, parking permit, computer password) prior to the date of separation.

- (10) Normally, the final payroll check will be released within thirty days of the date of separation pending audits and the clearance of all applicable offices and the return of all university property.
- (E) Exit interview. As part of the resignation process, supervisors should ask employees to voluntarily complete an online [exit survey](#) before leaving the university. The information on the online form is confidential and not released to the employee's supervisor. The university will use the information provided by the employee in the aggregate to determine employment trends and identify problem areas. In the alternative, an employee may complete a printable version of the [exit survey](#) and submit it to human resources or to their supervisor who will forward the form to human resources.



**RESOLUTION TO MODIFY
CLASSIFIED CIVIL SERVICE EMPLOYEES POLICY, 3356-7-41**

WHEREAS, University Policies are reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies; and

WHEREAS, the Classified Civil Service Employees policy has been reviewed pursuant to the five-year review cycle, and formatted in accordance with Policy 3356-1-09, Development and Issuance of University Policies.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy Classified Civil Service Employees, policy number 3356-7-41, shown as Exhibit **K** attached hereto. A copy of the policy indicating changes to be made is also attached.

3356-7-41 Classified civil service employees.

~~Previous Policy Number: 7021.01~~

Responsible Division/Office: Human Resources

Responsible Officer: [Vice President](#) for ~~Finance and Administration~~ [Legal Affairs and Human Resources](#)

Revision History: February 1999; August 2009; December 2012; April 2013; June 2013; [September 2018](#)

Board Committee: University Affairs

Effective Date: ~~June 12, 2013~~ [September 6, 2018](#)

~~Revision: September 2011~~ [6/2018](#)

Next Review: ~~2018~~ [2023](#)

- (A) Policy statement. All classified civil service employees shall be hired in accordance with Chapter 124. of the -Revised Code and the Administrative Code.
- (B) Parameters.
- (1) Under Chapter 124. of the Revised Code, certain employees of Youngstown state university are appointed under the state classified civil service system.
 - (2) The responsibility for administration of the civil service law and regulations as they relate to university employees in the classified civil service system shall be assigned by the board of trustees through the president and the vice president for ~~finance and administration~~ [legal affairs and human resources](#) to the chief human resources officer. The chief human resources officer serves as the designated appointing authority.
- (C) Procedures.
- ~~(1)~~ [\(1\)](#) — Recruitment to fill classified positions must be authorized by the chief human resources officer. Recruitment activities must conform to the affirmative action procedures [pursuant to](#) ~~(rule 3356-2-02 of the Administrative Code (see university policy 3356-2-02 Equal opportunity and affirmative action recruitment and employment).~~

- ~~(2)~~ — ~~Classified staff are employed in full-time or permanent part-time capacities.~~
- ~~(3)~~ 2 ~~The executive~~ D~~ivisional~~ officers authorize the filling of positions under their direction after obtaining all required approvals. ~~in the divisions.~~
- ~~(4)~~ 3 The chief human resources officer, or their designee, extends the official offer of employment upon the recommendation of the department chairperson or ~~unit director~~ hiring manager with the concurrence of the ~~executive~~-~~divisional~~ officer.
- ~~(5)~~ 4 Types of appointments and terms and conditions of employment of classified civil service staff not excluded from collective bargaining are outlined in the “Agreement Between the University and the Youngstown State University Chapter of the Association of Classified Employees” or the “Agreement Between Youngstown State University and the Fraternal Order of Police, Ohio Labor Council, Inc.”

3356-7-41 Classified civil service employees.

Responsible Division/Office: Human Resources
Responsible Officer: Vice President for Legal Affairs and Human Resources
Revision History: February 1999; August 2009; December 2012; April 2013; June 2013; September 2018
Board Committee: University Affairs
Effective Date: September 6, 2018
Next Review: 2023

- (A) Policy statement. All classified civil service employees shall be hired in accordance with Chapter 124 of the Revised Code and the Administrative Code.
- (B) Parameters.
- (1) Under Chapter 124 of the Revised Code, certain employees of Youngstown state university are appointed under the state classified civil service system.
 - (2) The responsibility for administration of the civil service law and regulations as they relate to university employees in the classified civil service system shall be assigned by the board of trustees through the president and the vice president for legal affairs and human resources to the chief human resources officer. The chief human resources officer serves as the designated appointing authority.
- (C) Procedures.
- (1) Recruitment to fill classified positions must be authorized by the chief human resources officer. Recruitment activities must conform to the affirmative action procedures pursuant to rule 3356-2-02 of the Administrative Code (see university policy 3356-2-02 Equal opportunity and affirmative action recruitment and employment).

- (2) Division officers authorize the filling of positions under their direction after obtaining all required approvals.
- (3) The chief human resources officer, or their designee, extends the official offer of employment upon the recommendation of the department chairperson or hiring manager with the concurrence of the division officer.
- (4) Types of appointments and terms and conditions of employment of classified civil service staff not excluded from collective bargaining are outlined in the "Agreement Between the University and the Youngstown State University Chapter of the Association of Classified Employees" or the "Agreement Between Youngstown State University and the Fraternal Order of Police, Ohio Labor Council, Inc."



**RESOLUTION TO MODIFY
SUPPLEMENTAL PAY FOR FACULTY AND
PROFESSIONAL/ADMINISTRATIVE STAFF POLICY, 3356-7-46**

WHEREAS, University Policies are reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies; and

WHEREAS, the Supplemental Pay for Faculty and Professional/Administrative Staff policy has been reviewed pursuant to the five-year review cycle, and formatted in accordance with Policy 3356-1-09, Development and Issuance of University Policies.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy Supplemental Pay for Faculty and Professional/Administrative Staff, policy number 3356-7-46, shown as Exhibit L attached hereto. A copy of the policy indicating changes to be made is also attached.

3356-7-46 Supplemental pay for faculty and professional/administrative staff.

~~Previous Policy Number: 7023.01~~

Responsible Division/Office: Human Resources

Responsible Officer: Vice President for Legal Affairs and Human
Resources

Revision History: 1999; December 2003; June 2010; December
2015; September 2018

Board Committee: University Affairs

Effective Date: ~~December 16, 2015~~ September 6, 2018

Next Review: ~~2020~~ 2023

(A) Policy statement. On occasion, it is necessary and appropriate to have employees perform services not included in the employee's assigned duties and responsibilities and to pay employees for these additional services.

(B) Scope. This policy applies only to faculty and professional/administrative staff. This policy does not apply to For supplemental payment compensation for externally funded grants, sponsored programs and contracts (~~see~~ consult Administrative Rule 3356-7-48 (university see university policy 3356-7-48 Supplemental pay from externally funded grants, sponsored programs and contracts for faculty and professional/administrative staff).

~~(B) Definition. For the purpose of supplemental pay, an "employee" is defined as any faculty or professional/administrative staff.~~

(C) Parameters.

(1) Supplemental pay assignments are intended to enable the university to generally deal with short-term staffing needs involving unusual circumstances or unanticipated situations, or assignments of additional duties beyond the scope of the assigned duties. Such assignments will generally not be approved as a routine matter or on a continuing or recurring basis and may not exceed six months for professional/administrative staff or one academic year for faculty. In special circumstances, with the approval of the president, these time limitations may be extended.

- (2) Supplemental payments to an employee during any fiscal year may not exceed the lesser of either twenty per cent (20%) as calculated on the affected employee's full-time salary basis or ten thousand dollars. In special circumstances, with the approval of the president, these fiscal limitations may be exceeded. ~~University policy 3356-7-48, "Supplemental pay from externally funded grants, sponsored programs and contracts for faculty and professional/administrative staff," governs supplemental pay in these situations.~~
 - (3) To allow for accurate and transparent financial analysis and reporting and for audit purposes, supplemental payments should be made from the appropriate account code in the university's financial system. Such payments shall be made to the employee on a semimonthly basis.
 - (4) Supplemental pay assignments must be approved in advance by the employee or the faculty member's manager in any situation in which the assignment is for work for another university department.
- (D) Procedures.
- (1) A department/unit supervisor with the approval of the division executive officer may authorize assignments of additional duties for supplemental pay when short-term staffing problems cannot be met through normal staffing practices.
 - (2) Requests for supplemental payments should be approved prior to any work being assigned or undertaken. Exceptions may be granted for emergency situations documented by the department supervisor and affirmed by the division executive officer.
 - (3) Funds necessary to cover the cost of supplemental payments will be provided from the department's supplemental pay account.
 - (4) Bargaining unit members should refer to their collective bargaining agreements for additional supplemental pay procedures and requirements.
 - (5) The office of human resources will develop necessary administrative procedures, including a "Supplemental Pay" form and guidelines for supplemental pay in order to process and manage supplemental payments.

3356-7-46 Supplemental pay for faculty and professional/administrative staff.

Responsible Division/Office: Human Resources
Responsible Officer: Vice President for Legal Affairs and Human Resources
Revision History: 1999; December 2003; June 2010; December 2015; September 2018
Board Committee: University Affairs
Effective Date: September 6, 2018
Next Review: 2023

- (A) Policy statement. On occasion, it is necessary and appropriate to have employees perform services not included in the employee's assigned duties and responsibilities and to pay employees for these additional services.
- (B) Scope. This policy applies only to faculty and professional/administrative staff. For supplemental payment compensation for externally funded grants, sponsored programs and contracts consult Administrative Rule 3356-7-48 (see university policy 3356-7-48 Supplemental pay from externally funded grants, sponsored programs and contracts for faculty and professional/administrative staff).
- (C) Parameters.
- (1) Supplemental pay assignments are intended to enable the university to generally deal with short-term staffing needs involving unusual circumstances or unanticipated situations, or assignments of additional duties beyond the scope of the assigned duties. Such assignments will generally not be approved as a routine matter or on a continuing or recurring basis and may not exceed six months for professional/administrative staff or one academic year for faculty. In special circumstances, with the approval of the president, these time limitations may be extended.
 - (2) Supplemental payments to an employee during any fiscal year may not exceed the lesser of either twenty per cent (20%) as calculated on the affected employee's full-time salary basis or ten thousand dollars. In special circumstances, with the approval of the president, these fiscal limitations may be exceeded.

- (3) To allow for accurate and transparent financial analysis and reporting and for audit purposes, supplemental payments should be made from the appropriate account code in the university's financial system. Such payments shall be made to the employee on a semimonthly basis.
 - (4) Supplemental pay assignments must be approved in advance by the employee or the faculty member's manager in any situation in which the assignment is for work for another university department.
- (D) Procedures.
- (1) A department/unit supervisor with the approval of the division executive officer may authorize assignments of additional duties for supplemental pay when short-term staffing problems cannot be met through normal staffing practices.
 - (2) Requests for supplemental payments should be approved prior to any work being assigned or undertaken. Exceptions may be granted for emergency situations documented by the department supervisor and affirmed by the division executive officer.
 - (3) Funds necessary to cover the cost of supplemental payments will be provided from the department's supplemental pay account.
 - (4) Bargaining unit members should refer to their collective bargaining agreements for additional supplemental pay procedures and requirements.
 - (5) The office of human resources will develop necessary administrative procedures, including a "Supplemental Pay" form and guidelines for supplemental pay in order to process and manage supplemental payments.



**RESOLUTION TO MODIFY
FACULTY WORKLOAD POLICY, 3356-10-20**

WHEREAS, University Policies are being reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies; and

WHEREAS, the YSU – YSU-OEA 2017-2020 Agreement (the “Agreement”) includes a Side Letter of Agreement (attached as Exhibit A) relating to the Board of Trustees Faculty Workload Policy, 3356-10-20 (the “Workload Policy”) and the Board neither intends to, nor does it create an increase to the standard workload beyond 24 workload hours per academic year for full-time faculty by adopting the Workload Policy; and

WHEREAS, the Board of Trustees in adoption the Workload Policy agrees with the written acknowledgement and representation of the YSU-OEA leadership (attached as Exhibit B) that the Workload Policy does not trigger the salary increase provision in the Side Letter of Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of University Policy governing Faculty Workload, policy number 3356-10-20, shown as Exhibit **M** attached hereto.

3356-10-20 Faculty workload.

~~Previous Policy Number: 1020.01~~

Responsible Division/Office: Academic Affairs

Responsible Officer: Provost and Vice President for Academic Affairs

Revision History: January 2000; March 2010; June 2015; September 2018

Board Committee: Academic ~~Quality~~ and Student ~~Success~~ Affairs

Effective Date: ~~June 17, 2015~~ September 6, 2018

Next Review: 20203

(A) Policy statement. Upon accepting ~~an~~ appointment ~~, to the~~ faculty of Youngstown state university (university), a tenured/tenured-track faculty member assumes responsibilities for teaching, scholarship, and service. Participation in each of these three (3) activities is ~~understood to be a~~ component of a tenured/tenured-track faculty member's total workload. Senior lecturers and lecturers have primary responsibility in the area of teaching.

To ensure the quality of teaching, scholarship and service relative to the academic mission of the of the university, college and department, all members of the faculty are expected to teach their classes competently, engage in assessment and advising activities, keep current in their field of specialization, be an available resource to their students and participate conscientiously on committees.

(B) Purpose. To establish parameters and procedures for the determination and assignment of faculty workload hours which are in compliance with Revised Code §3345.45 and consistent with the standards developed by the Ohio Board of Regents.

(C) This policy applies to all faculty, including but not limited to tenured/tenured-track faculty, senior lecturers and lecturers, who are assigned workload hours.

(~~B~~D) Parameters.

~~(1) Academic departments will create within themselves a community of expectation that fosters the continuing professional development of their faculty in the context established by the needs of the college or university.~~

- ~~(2) Academic departmental communities exist within and have a responsibility to the larger community of expectation, which is the college and university.~~
- (1) Full-time load is twenty-four (24) workload hours (whs) per academic year for tenured/tenured-track faculty. Workload in excess of fifteen (15) whs per semester or twenty-four (24) whs per academic year (excluding summer session) will be eligible for overload compensation.
- (2) Full-time load is thirty (30) whs per academic year for senior lecturers and lecturers. Workload in excess of seventeen (17) whs per semester or thirty (30) whs per academic year (excluding summer session) will be eligible for overload compensation.
- (3) One (1) workload hour will be assigned for one (1) credit hour of instruction in a lecture course. Workload may vary in cases where courses are identified as lecture courses but taught as a conference course. All faculty are expected to teach a minimum of one (1) regularly scheduled course per semester, unless approved for a semester leave.
- (4) For courses other than those identified as lecture courses, including independent study, variable credit hour classes, clinical placements, student teaching, internships, laboratories, thesis and dissertation, and similar courses, workload shall be calculated on the basis of student credit hours (SCH) and/or headcount, using a formula determined by the dean and approved by the provost/vice-president for academic affairs. No workload is provided for thesis, non-thesis, or dissertation projects during summer term.
- (35) The variability of workload distribution related to teaching, research, and service among colleges, departments, and individuals is recognized. ~~Therefore, the responsibility for the development of workload policy is at the departmental level and is included in the departmental governance document.~~The following ~~guidelines~~procedures are designed to assist departments as they develop their ~~workload policy~~workload recommendations:
- ~~(a) Follow the direction provided by the Ohio board of regents and adhere to the provisions of the current "Agreement between Youngstown State University and Youngstown State University Chapter of the Ohio Education Association," including submission of their statements for review and approval to the college dean.~~

- (ba) Base the development of workload ~~policy~~recommendations on the approved written mission, goals, and objectives of the ~~unit~~department ~~under the aegis of~~consistent with the mission, vision, and goals of the university.
- ~~(c) — Recognize that instructional (other than teaching), scholarly, and service activities are a normal part of a faculty member's professional responsibility. Instructional activities other than teaching include, for example, advising, assessment, curriculum development.~~
- ~~(d) — Understand that, reflecting individual faculty strengths, interests, and abilities, there will be differences in the assignment of workload responsibilities to individual faculty members within the department.~~
- ~~(e) — Understand that, given the difference of mission, goals, and objectives among departments, there may be differences in the assignment of workload responsibilities among departments.~~
- ~~(f) — Reassignment from teaching may be authorized when the faculty member's project or assignment will be substantial and beyond what is ordinarily expected when having a teaching assignment of twenty-four workload hours. Individual faculty members seeking reassignment within departmental guidelines will submit a written statement of their proposal and, ultimately, a written report of the outcomes of the project. Reports must be submitted to the chair within sixty days of the beginning of the term following the reassignment or prior to requesting additional reassigned time.~~

~~Alternatives to teaching must be approved by the departmental chair, the dean, and the provost. The chair and the dean hold the responsibility to ensure that all proposals are considered fairly and that departmental teaching obligations are fulfilled within an approved budget allocation. The chair and the dean will review the outcomes of the assignments. Written records of the proposal, its outcomes, and the review of the chair and dean will be kept on file in the department. Subsequent reassignments will be dependent on satisfactory outcomes of the previous projects as determined by the chair and the dean.~~

(b) Work deemed meaningful and impactful to the mission and vision of the university by the dean and chair, may be considered for workload assignment, at the recommendation of the chair and subject to the written approval of the dean. Upon completion of the assignment, the faculty member shall provide a report to the chair, who along with the dean will review the outcomes of the assignment. The chair will maintain written records of the proposal, its outcomes, and the review within department files. In evaluating future requests for non-teaching duties, the dean and chair shall take into consideration the nature of the proposed work and any previous reports of similar projects.

(E) Procedures.

- (1) Academic department chairs, in consultation with department faculty, shall provide to the dean a recommended plan for individual faculty workload to be assigned to teaching, scholarship and service activities within the department.
- (2) The dean will review and approve in writing the chairperson's recommended plan for individual faculty workload. Prior to approval, the dean may return proposed work plans for modification and/or clarification. Once approved, the dean will forward departmental workload recommendations to the office of the provost. The provost may return departmental recommendations to the dean for modification and/or clarification.
- (3) In cases where the approved plan changes and results in overload and or changes to non-teaching duties, a revised plan must be submitted for approval to the dean and forwarded to the office of the provost.
- (4) Faculty members are required to submit the final workload report by the end of the relevant spring semester. The final report is reviewed and approved by the chair and dean prior to being forwarded to the office of the provost.

(F) Administrative right. The determination, assignment and approval of workload hours for teaching, scholarship and service are reserved administrative rights.

3356-10-20 Faculty workload.

Responsible Division/Office: Academic Affairs
Responsible Officer: Provost and Vice President for Academic Affairs
Revision History: January 2000; March 2010; June 2015; September 2018
Board Committee: Academic and Student Affairs
Effective Date: September 6, 2018
Next Review: 2023

- (A) Policy statement. Upon accepting appointment to the faculty of Youngstown state university (university), a tenured/tenured-track faculty member assumes responsibilities for teaching, scholarship, and service. Participation in each of these three (3) activities is a component of a tenured/tenured-track faculty member's total workload. Senior lecturers and lecturers have primary responsibility in the area of teaching.

To ensure the quality of teaching, scholarship and service relative to the academic mission of the of the university, college and department, all members of the faculty are expected to teach their classes competently, engage in assessment and advising activities, keep current in their field of specialization, be an available resource to their students and participate conscientiously on committees.

- (B) Purpose. To establish parameters and procedures for the determination and assignment of faculty workload hours which are in compliance with Revised Code §3345.45 and consistent with the standards developed by the Ohio Board of Regents.
- (C) This policy applies to all faculty, including but not limited to tenured/tenured-track faculty, senior lecturers and lecturers, who are assigned workload hours.
- (D) Parameters.
- (1) Full-time load is twenty-four (24) workload hours (whs) per academic year for tenured/tenured-track faculty. Workload in excess of fifteen (15) whs per semester or twenty-four (24) whs per

academic year (excluding summer session) will be eligible for overload compensation.

- (2) Full-time load is thirty (30) whs per academic year for senior lecturers and lecturers. Workload in excess of seventeen (17) whs per semester or thirty (30) whs per academic year (excluding summer session) will be eligible for overload compensation.
- (3) One (1) workload hour will be assigned for one (1) credit hour of instruction in a lecture course. Workload may vary in cases where courses are identified as lecture courses but taught as a conference course. All faculty are expected to teach a minimum of one (1) regularly scheduled course per semester, unless approved for a semester leave.
- (4) For courses other than those identified as lecture courses, including independent study, variable credit hour classes, clinical placements, student teaching, internships, laboratories, thesis and dissertation, and similar courses, workload shall be calculated on the basis of student credit hours (SCH) and/or headcount, using a formula determined by the dean and approved by the provost/vice-president for academic affairs. No workload is provided for thesis, non-thesis, or dissertation projects during summer term.
- (5) The variability of workload distribution related to teaching, research, and service among colleges, departments, and individuals is recognized. The following procedures are designed to assist departments as they develop their workload recommendations:
 - (a) Base the development of workload recommendations on the approved written mission, goals, and objectives of the department consistent with the mission, vision, and goals of the university.
 - (b) Work deemed meaningful and impactful to the mission and vision of the university by the dean and chair, may be considered for workload assignment, at the recommendation of the chair and subject to the written approval of the dean. Upon completion of the assignment, the faculty member shall provide a report to the chair, who along with the dean will review the outcomes of the

assignment. The chair will maintain written records of the proposal, its outcomes, and the review within department files. In evaluating future requests for non-teaching duties, the dean and chair shall take into consideration the nature of the proposed work and any previous reports of similar projects.

(E) Procedures.

- (1) Academic department chairs, in consultation with department faculty, shall provide to the dean a recommended plan for individual faculty workload to be assigned to teaching, scholarship and service activities within the department.
- (2) The dean will review and approve in writing the chairperson's recommended plan for individual faculty workload. Prior to approval, the dean may return proposed work plans for modification and/or clarification. Once approved, the dean will forward departmental workload recommendations to the office of the provost. The provost may return departmental recommendations to the dean for modification and/or clarification.
- (3) In cases where the approved plan changes and results in overload and or changes to non-teaching duties, a revised plan must be submitted for approval to the dean and forwarded to the office of the provost.
- (4) Faculty members are required to submit the final workload report by the end of the relevant spring semester. The final report is reviewed and approved by the chair and dean prior to being forwarded to the office of the provost.

(F) Administrative right. The determination, assignment and approval of workload hours for teaching, scholarship and service are reserved administrative rights.

Side Letter of Agreement

**2017-2020 Agreement between
Youngstown State University
and
Youngstown State University Chapter of the Ohio Education Association**

During the term of this Agreement, should the Board of Trustees amend University policy titled "Faculty workload," 3356-10-20, effective June 17, 2015, to increase the standard workload (which includes teaching, research and service) for all full-time faculty bargaining unit members (excluding Lecturers and Senior Lecturers) beyond 24 workload hours per year, excluding summer sessions, all full-time faculty shall receive an immediate one-time ten percent (10%) increase to base salary. This provision is triggered solely upon a change to the Board's "Faculty workload" policy regarding the number of workload hours, or through other policy changes that accomplish the same result, and not a change to any individual faculty member's workload.

There shall be no exceptions to this agreement except those made through a Memorandum of Understanding signed and agreed to by both parties.

It is understood and agreed by both parties that the workload of individual faculty are subject to change from semester to semester within the above referenced Board approved policy structure, consistent with University needs and college and/or department governance documents.

For the Association

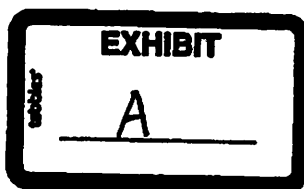
Jamal Tartir
Jamal Tartir

Date: 2-7-18

For the University

Allan Boggs
Allan Boggs

Date: 2/6/18



This memo acknowledges that, consistent with Article 16, Workload Activities, YSU-OEA was consulted on the attached workload policy titled 3356-10-20 Faculty Workload. The YSU-OEA negotiating team, which includes both the YSU-OEA Chief Negotiator, Jamal Tartir, and YSU-OEA President, Albert Sumell, agree that the attached policy will not trigger the Side Letter in the 2017-2020 YSU-YSU-OEA Agreement resulting in a ten percent (10%) increase to base salary for all full-time faculty.

Jamal Tartir - 8-23-18
Jamal Tartir, YSU-OEA Chief Negotiator

Albert J. Sumell
Albert J. Sumell, YSU-OEA President





**RESOLUTION TO MODIFY
POLITICAL ACTIVITIES OF EMPLOYEES POLICY, 3356-7-25**

WHEREAS, University Policies are reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies; and

WHEREAS, the Political Activities of Employees policy has been reviewed pursuant to the five-year review cycle, and formatted in accordance with Policy 3356-1-09, Development and Issuance of University Policies.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy Political Activities of Employees, policy number 3356-7-25, shown as Exhibit N attached hereto. A copy of the policy indicating changes to be made is also attached.

3356-7-25 Political activities of employees.

~~Previous Policy Number: 7012.01~~

Responsible Division/Office: Human Resources

Responsible Officer: Vice President for Legal Affairs and
Human Resources

Revision History: October 1998; December 2010; September 2016;
[September 2018](#)

Board Committee: University Affairs

Effective Date: ~~September 15, 2016~~, [2018](#)

Next Review: ~~2021~~[23](#)

(A) Policy statement. ~~The Youngstown state university (university) employees are encouraged to fully and freely exercise their constitutional right to vote, as well as express their personal opinions regarding political candidates, issues, local, state and national programs, initiatives and referendums. However, as employees of a public tax exempt institution there may be restrictions on exercising these rights, as delineated in this policy and applicable laws and regulations. The university itself does not participate in any campaign for public office. supports employee participation in political activities as an important component of the democratic process. Standards of personal and professional ethics, applicable laws and regulations, appropriate utilization of resources, and the best interest of the university govern such participation.~~

(B) Purpose. To provide guidelines to university employees for participation in political activities.

(C) Scope. This policy applies solely to individual university employee conduct.

(D) Definition. For purposes of this policy, "political activity" is defined as activity directed toward the success or failure of a political party or candidate for partisan political office.

(~~B~~E) Parameters.

- (1) University employees are free to express political opinions; however, such expression cannot imply official university endorsement, sanction, or action.

- (2) Employees shall not place political activity stickers, banners, flyers or literature on university bulletin boards, in and on university buildings, or on any university property. Refer to Administrative Rule 3356-4-17 Posting on campus (see university policy 3356-4-17 Posting on campus).
- (3) No university letterhead or insignia shall be used in any political activity.
- (4) Employees shall not use any university work-time, facilities, email, faxes, copiers, support services, resources, equipment or services for political activity.
- (5) University employees may in their capacity as private citizens and outside of their university worktime and duties, express opinions on matters of political, social or other public concerns, provided that the expressed opinions do not suggest university endorsement.

(F) Professional/administrative staff.

- ~~(2)~~ Faculty and professional/administrative staff ~~are free to~~ may run for or hold an elective office or serve in an appointed office insofar as the process of attaining and holding such office does not infringe upon fulfillment of responsibilities as employees of the university ~~or~~ and is not prohibited by federal or state statute. Employees should contact the office of human resources for information on running for or holding public office.

(G) Classified Employees.

- ~~(3)~~ Section 124.57 of the Revised Code prohibits classified employees from engaging in certain political activities, including soliciting or receiving political contributions for any political party, for any candidate for public office, or from any officer of employee in the classified service of the state. Classified employees are also prohibited from participating in certain partisan activities as set forth in rule 123:1-46-02 of the Administrative Code, these partisan activities include but are not limited to:

(1) Candidacy for public office in a partisan election.

(2) Candidacy for public office in a nonpartisan general election if the nomination to candidacy was obtained in a partisan primary or through the circulation of nominating petitions identified with a political party.

- (3) Circulation of official nominating petitions for any candidate participating in a partisan election.
 - (4) Service in an elected or appointed office in any partisan political organization.
 - (5) Acceptance of a party-sponsored appointment to any office normally filled by partisan elections.
 - (6) Campaigning by writing for publications, by distributing political material, or by writing or making speeches on behalf of a candidate for partisan elective office, when such activities are directed toward party success.
 - (7) Participation in a political action committee which supports partisan activity.
- (H) Policy violations. Concerns regarding violations of this policy must be forwarded to the chief human resources officer. The chief human resources officer, or designee, will coordinate a review of the concern with the appropriate supervisor and if necessary the office of the university general counsel. Policy violations may result in discipline up to and including termination in accordance with applicable disciplinary policies and collective bargaining agreements.

3356-7-25 Political activities of employees.

Responsible Division/Office: Human Resources
Responsible Officer: Vice President for Legal Affairs and
Human Resources
Revision History: October 1998; December 2010; September 2016;
September 2018
Board Committee: University Affairs
Effective Date: September 6, 2018
Next Review: 2023

- (A) Policy statement. Youngstown state university (university) employees are encouraged to fully and freely exercise their constitutional right to vote, as well as express their personal opinions regarding political candidates, issues, local, state and national programs, initiatives and referendums. However, as employees of a public tax exempt institution there may be restrictions on exercising these rights, as delineated in this policy and applicable laws and regulations. The university itself does not participate in any campaign for public office.
- (B) Purpose. To provide guidelines to university employees for participation in political activities.
- (C) Scope. This policy applies solely to individual university employee conduct.
- (D) Definition. For purposes of this policy, “political activity” is defined as activity directed toward the success or failure of a political party or candidate for partisan political office.
- (E) Parameters.
- (1) University employees are free to express political opinions; however, such expression cannot imply official university endorsement, sanction, or action.
 - (2) Employees shall not place political activity stickers, banners, flyers or literature on university bulletin boards, in and on university buildings, or on any university property. Refer to Administrative

Rule 3356-4-17 Posting on campus (see university policy 3356-4-17 Posting on campus).

- (3) No university letterhead or insignia shall be used in any political activity.
 - (4) Employees shall not use any university work-time, facilities, email, faxes, copiers, support services, resources, equipment or services for political activity.
 - (5) University employees may in their capacity as private citizens and outside of their university worktime and duties, express opinions on matters of political, social or other public concerns, provided that the expressed opinions do not suggest university endorsement.
- (F) Professional/administrative staff. Faculty and professional/administrative staff may run for or hold an elective office or serve in an appointed office insofar as the process of attaining and holding such office does not infringe upon fulfillment of responsibilities as employees of the university and is not prohibited by federal or state statute. Employees should contact the office of human resources for information on running for or holding public office.
- (G) Classified Employees. Section 124.57 of the Revised Code prohibits classified employees from engaging in certain political activities, including soliciting or receiving political contributions for any political party, for any candidate for public office, or from any officer of employee in the classified service of the state. Classified employees are also prohibited from participating in certain partisan activities as set forth in rule 123:1-46-02 of the Administrative Code, these partisan activities include but are not limited to:
- (1) Candidacy for public office in a partisan election.
 - (2) Candidacy for public office in a nonpartisan general election if the nomination to candidacy was obtained in a partisan primary or through the circulation of nominating petitions identified with a political party.
 - (3) Circulation of official nominating petitions for any candidate participating in a partisan election.

- (4) Service in an elected or appointed office in any partisan political organization.
 - (5) Acceptance of a party-sponsored appointment to any office normally filled by partisan elections.
 - (6) Campaigning by writing for publications, by distributing political material, or by writing or making speeches on behalf of a candidate for partisan elective office, when such activities are directed toward party success.
 - (7) Participation in a political action committee which supports partisan activity.
- (H) Policy violations. Concerns regarding violations of this policy must be forwarded to the chief human resources officer. The chief human resources officer, or designee, will coordinate a review of the concern with the appropriate supervisor and if necessary the office of the university general counsel. Policy violations may result in discipline up to and including termination in accordance with applicable disciplinary policies and collective bargaining agreements.



**YOUNGSTOWN
STATE
UNIVERSITY**

**RESOLUTION TO APPROVE
RELOCATION ALLOWANCE FOR NEW FULL-TIME EMPLOYEE
POLICY, 3356-7-54**

WHEREAS, University Policies are being reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the creation of a University Policy governing Relocation Allowance for New Full-Time Employee policy number 3356-7-54, shown as Exhibit **O** attached hereto.

NEW 3356-7-54 Relocation allowance for new full-time employee.

Responsible Division/Office: Office of Human Resources
Responsible Officer: Chief Human Resources Officer
Revision History: September 2018
Board Committee: University Affairs
Effective Date: September 6, 2018
Next Review: 2023

- (A) Policy statement. When it is necessary to recruit an employee to accept employment with Youngstown state university (university), the university may authorize an allowance to defray the cost of relocation.
- (B) Purpose. To provide consistent guidelines and procedures for payment of a relocation allowance consistent with university necessity, sound business practices and budgetary limitations in accordance with applicable laws and regulations.
- (C) Eligibility. Full-time faculty and professional administrative staff, including athletic coaches, are eligible for payment of a relocation allowance. In order to be eligible, the distance between the employee's old home and the university's campus must be at least fifty (50) miles. A relocation allowance must be negotiated at the time of hire.
- (D) Parameters.
 - (1) All relocation allowances must be negotiated at the time a position is offered, properly approved, and included in the offer letter or appointment form prepared by the university's office of human resources.
 - (2) All relocation allowances are subject to repayment requirements contained within this policy (see section G below). The repayment requirement will be included in all offer letters/appointment forms. Any employee receiving a relocation allowance is required to sign a relocation expense repayment agreement form.
 - (3) Requests and approvals for relocation allowances will follow the electronic hiring proposal process.

**Agenda Item G.4.j
Exhibit O**

- (4) Relocation allowances are subject to the availability of funding and will be charged back to the hiring department's budget.
 - (5) The relocation allowance is meant to defray the cost of certain moving expenses incurred when relocating to the university for employment.
 - (6) The office of human resources will develop appropriate procedures to administer this policy. These procedures and any applicable guidelines will be available on the office of human resources website.
 - (7) A standard relocation allowance will be set forth in the guidelines established.
- (E) Method of payment. An approved relocation allowance amount will be processed as a one-time lump sum payment and included with the employee's regular paycheck. Although expenses may occur prior to the employee's start date, relocation payments will not be made until after the employee begins employment with the university.
- (F) Tax implications. Relocation allowances will be taxed in accordance with IRS regulations.
- (G) Repayment. An employee who voluntarily separates from the university prior to completing 2 years of continuous service or is terminated for cause may be required to pay back the relocation allowance.
- (H) Policy exceptions. Any exceptions must be approved in writing by the associate vice president/chief human resources officer and the vice president for finance and business operations or their designees.



**YOUNGSTOWN
STATE
UNIVERSITY**

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

WHEREAS, the three-year collective bargaining Agreement between the Association of Professional/Administrative Staff (“APAS”) and Youngstown State University (“University”) expired on June 30, 2018; and

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

WHEREAS, a tentative collective bargaining Agreement for the three-year period July 1, 2018 through June 30, 2021 has been reached between the APAS and the University;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby ratify the collective bargaining Agreement, as shown in Exhibit A, between the APAS union and the University for the period July 1, 2018 through June 30, 2021.



YOUNGSTOWN STATE UNIVERSITY

AGREEMENT

between

YOUNGSTOWN STATE UNIVERSITY

and

YOUNGSTOWN STATE UNIVERSITY ASSOCIATION OF PROFESSIONAL/ADMINISTRATIVE STAFF

Effective

July 1, 2018 through June 30, 2021

SERB CASE NUMBER

2018-MED-03-0273

the term of the Agreement, the staff member's bargaining unit status will remain unchanged until a final and binding determination by the Ohio State Employment Relations Board.

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

ARTICLE 3 TERM OF AGREEMENT

3.1: Upon ratification by the parties, this Agreement shall become effective at 12:01 a.m. on July 1, 2018 2018, and shall remain in effect until 11:59 p.m. on June 30, 2021 2018.

3.2 Successor Agreement: On or before January 1, 2021 2018, either party may notify the other that it wishes to renew or modify this Agreement. In this event, the parties shall meet no later than April 1, 2021 2018, to negotiate with respect to a successor Agreement.

ARTICLE 4 SALARIES

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

A) Effective July 1, 2018: The University will increase the individual 2018-2019 base salaries of all full-time employees covered by this Agreement by one percent (1%).

B) Effective July 1, 2019: The University will increase the individual 2019-2020 base salaries of all full-time employees covered by this Agreement by two percent (2%).

C) Effective July 1, 2020: The University will increase the individual 2020-2021 base salaries of all full-time employees covered by this Agreement by two percent (2%).

A) Effective July 1, 2015 through June 30, 2017 the base salaries of all full-time and part-time employees shall be frozen.

B) Lump-Sum Payments: Bargaining unit members shall receive a one-time (not on the base) lump-sum payment in the following amounts and under the following circumstances:

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

ARTICLE 1 AGREEMENT and RECOGNITION

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

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

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

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

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

ARTICLE 2 SCOPE OF UNIT

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

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

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

10/20 floor/ceiling and the transition to the flat percentage rate based upon 15% of the Fully Insured Equivalent:

Table with 2 columns: Net Costs/Savings and Amount of Lump-Sum Payment. Rows include salary ranges like \$1,000.00 or more net cost and \$500.00 or more net savings.

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

Should the University not negotiate or implement during the term of this Agreement the conversion from the current, income-based, floor/ceiling health insurance benefits employee premium cost share formula to a flat percentage rate for all employees, then the University shall pay a \$1400.00 lump-sum payment to each full-time bargaining unit member who is in active employment or on approved leave of absence on July 1, 2017. Part-time employees shall receive the following pro-rated shares--50-74 FTE: \$500.00, 75-99 FTE: \$750.00.

Payment of the lump-sum shall be made on the second pay-day following the later of July 1, 2017 or the ratification of both the ACE and faculty labor agreements or the University's implementation of terms of conditions of employment following impasse in negotiations.

If permitted by applicable law, employees receiving a lump-sum payment shall be entitled, consistent with law, to defer all or a portion of the lump-sum payment to a 402(b) deferred compensation account.

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

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

~~Department of Education each higher degree possessed or earned as follows—\$500 for a Master's degree and \$1,000 for a Doctorate degree—Bargaining unit members whose position descriptions require a Master's degree and who possess or earn a second Master's degree will receive a salary adjustment of \$500 to be added to his/her base salary in the next contract year—Bargaining unit members hired with the equivalent combination of education and experience in lieu of the degree required in their position description will not receive \$500 when they earn the required degree.~~

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

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

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

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

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

4.5: **Initial Appointment of Full-Time Employees:** An individual may be hired at an initial salary and Salary Range assignment appropriate to the structure and grade to which he/she is appointed. The job posting shall include the entire salary range of the position. ~~In establishing the initial salary, the University shall take into consideration, among other factors, the previous experience and the educational background of the individual being hired in keeping with the recommendations made in the 2002-2003 Salary Study, as well as the salaries of other members of the bargaining unit serving in the same structure and grade.~~

4.6: **Pay Grade Changes:** A full-time member of the bargaining unit may make a request in writing to the Chief Human Resources Officer that his/her Pay Grade assignment be re-evaluated. If the Chief Human

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Resources Officer determines that a position will be moved to a higher Pay Grade, the bargaining unit member will receive a minimum five percent (5%) salary increase for each Pay Grade move upward. If it is determined that a movement within grade is to be made, the Chief Human Resources Officer will recommend a base salary adjustment ranging from one percent (1%) to five percent (5%).

4.7: Distinguished Service Program:

- A) **Selection of Recipients:** Each year, up to ~~six (6)~~ **twelve (12)** full-time members and ~~one (1)~~ **two (2)** part-time members of the bargaining unit shall be granted a Distinguished Service Award in recognition of outstanding performance of their duties. ~~Effective July 1, 2017, the maximum number of awards shall be increased to twelve (12) full-time and two (2) part-time members.~~ The recipients shall be selected by a three (3) member Distinguished Service Committee, which shall be chaired by the ~~President of the University~~ **Chief Human Resources Officer** or his/her designee, with one member designated by the President of YSU-APAS, and the third member designated by the first two members.
- B) **Full-time Bargaining Unit Member Eligibility:** Full-time Bargaining unit members must have three (3) ~~complete twelve-month, full-time~~ **twelve-month full-time** years of University service by March 1 of the selection year. A complete year of service will be credited provided the individual serves a minimum of three-fourths (3/4's) of the ~~normal twelve-month, full-time~~ **normal twelve-month, full-time** contract year, exclusive of extended sick leave and leave without pay. ~~Criteria for award eligibility, as well as the scoring rubric used to determine the award recipients, are delineated in Appendix M to this Agreement.~~
- C) **Part-time Bargaining Unit Member Eligibility:** Part-time bargaining members must have completed the equivalent of three (3) ~~twelve-month full-time~~ **twelve-month full-time** years of University service within the bargaining unit by March 1 of the selection year (i.e., .50 FTE bargaining unit members would be eligible after six (6) years of service). A year of service will be credited provided the individual serves a minimum of three-fourths (3/4's) of the ~~normal twelve-month, full-time~~ **normal twelve-month, full-time** contract year, exclusive of extended sick leave and leave without pay. ~~if the bargaining unit member is under contract for less than twelve (12) months each year, the years of service will be prorated.~~ For example, if an employee worked nine (9) months each year, at .75 FTE for five years, he/she would receive ~~[(.75 x 9/12) x 5] = 2.81~~ **.75 x 5 = 3.75** years of credit.
- D) **Nominations:** Candidates for the Distinguished Service Award may be nominated by a YSU student, a YSU employee, the employee's supervisor, or a YSU alumnus/alumnae. However, an employee may not nominate himself/herself. Such nominations shall be made on a form designed by the APAS DSA Committee, and available in the Office of the Chief Human Resources Officer. ~~Written justification for the nomination must be attached to the form. Distinguished Service Award Committee chairs are permitted to seek written input from the supervisor of all persons nominated for an award. Nominations shall be opened on December 1 and close on January 31.~~
- E) **Allocation of Award:** Full-time recipients of the Distinguished Service Award shall receive \$2000; a stipend of \$1000 and \$1000 added to his/her individual base salary in the next contract

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year. However, a full-time employee who is already at or in excess of the maximum rate of pay for his/her pay grade shall receive a full stipend of \$2000 and no additional money will be added to his/her base salary in the next contract year. A full-time employee who is almost at the maximum will be increased to the maximum in the next contract year. However, the remainder of the \$1000 will also be treated as a stipend. A part-time recipient shall receive a stipend of \$1000. A full-time bargaining unit member retiring before July 1 of the next contract year shall receive a full stipend of \$2000.

- F) **Announcement of Award:** The President of the University shall make an appropriate public announcement ~~of about~~ the awards each year.
- G) **Frequency of Award:** ~~Awards shall not be given more than twice in any five (5) consecutive year period to the same employee. There shall be no restriction on the number of times an individual may receive a Distinguished Service Award.~~

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

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

4.10: **Supplemental Contracts:** Supplemental pay for bargaining unit members will be in accord with ~~the University's Policy 3356-7-46, Supplemental pay for faculty and professional/administrative staff~~ **University's policy for Supplemental Pay for Staff (University Guidebook Number 2022-01). Copies of supplemental contracts shall be made available to the President of the bargaining unit.**

ARTICLE 5 INSURANCE BENEFITS

5.1: Summary of Coverage:

A. **Eligibility:** All group insurance benefits provided in this Agreement and described in the health, dental, and life insurance booklets shall be available to the following eligible employees and their dependents except as expressly identified within this Agreement: all permanent full-time bargaining unit members. Dependents are spouses ~~or domestic partners (for purposes of this article, the term "domestic partner" shall apply to same-sex domestic partners only)~~ and ~~unmarried, financially dependent children to age 26.~~

B. **Maintenance of Benefits/Open Enrollment:** Except as provided in this article, the benefits under the University's group health plan shall remain equivalent to or better than those provided in the certificates

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that are in place in Appendix ~~GD~~ of this Agreement. Members of the bargaining unit will annually have the right to choose to enroll in the plan during the open enrollment period established by the University.

C. Working Spouse/Coordination of Benefits:

1. Working Spouse Coverage Obligations

- a. As a condition of eligibility for coverage under the University's group medical and/or prescription drug plan(s) ("University Coverage"), if an employee's spouse is eligible for group medical and/or prescription drug coverage sponsored, maintained and/or provided by the spouse's current employer, former employer (for retirees), or business for self-employed individuals (other than sole proprietors) (collectively or individually, "Employer Coverage"), the spouse must enroll for at least single coverage in his/her Employer Coverage unless he/she is entitled to Medicare. ~~The use of the word "spouse" in this Article refers to a traditional spouse as well as a same-sex domestic partner.~~

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

- b. The requirement of subsection (a) does not apply to any spouse who works less than 25 hours per week AND is required to pay more than 50% of the single premium funding rate OR \$300 per month, whichever is greater, in order to participate in Employer Coverage.
- c. An employee's spouse who fails to enroll in Employer Coverage, as outlined above, shall be ineligible for University Coverage.
- d. Upon the spouse's enrollment in Employer Coverage, that coverage will become the primary plan and the University Coverage will become the secondary plan according to the primary plan's coordination of benefits and participation rules. Notwithstanding the foregoing, in the event the spouse is a Medicare beneficiary and (i) Medicare is secondary to the University Coverage, and (ii) Medicare is primary to the spouse's Employer Coverage, the University Coverage will be the primary coverage. The rules of O.R.C. §§ 3902.11 to 3902.14 shall govern the implementation and interpretation of these coordination of benefits rules.
2. **Employer Coverage.** Upon becoming eligible, the employee's spouse must enroll in Employer Coverage unless he/she is exempt from this requirement in accordance with the exemptions stated in this section.
3. Every bargaining unit member whose spouse participates in the University's group medical and/or prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether his/her spouse is eligible for and enrolled in Employer Coverage. If any bargaining unit member fails to complete and submit the certification during the annual certification process, such bargaining unit member's spouse will be removed immediately from

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University Coverage. Any information not completed or provided on the certification form may be requested from the employee.

4. If a bargaining unit member submits false material information or fails to timely advise the Plan via the Chief Human Resources Officer or his or her designee of a change in the eligibility the employee's spouse for Employer Coverage within 30 days of notification of such eligibility, and such false information or failure results in the provision of University Coverage to which the employee's spouse is not entitled, the employee's spouse will be disenrolled from University Coverage. Such disenrollment may be retroactive to the date as of which the employee's spouse became ineligible for plan coverage, as determined by the administrator for the University Coverage. The administrator shall provide at least 30 days advance written notice of any proposed retroactive disenrollment. In the event of retroactive disenrollment, the bargaining unit member will be personally liable to the applicable University Coverage for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the University Coverage as a result of the false information or failure. Additionally, if the bargaining unit member submits false information in this context, the employee may be subject to disciplinary action, up to and including termination of employment.

5. The details of the working spouse limitations and coordination of benefits requirements are available upon request from the Human Resources Office.

6. For purposes of salary deduction toward premium cost sharing, families in which both spouses are employed by YSU have the option either to be treated as only one employee, employee + one, or family, or to select individual coverage and for each to pay the single salary share of the premium. ~~The use of the word "spouse" in this Article refers to a traditional spouse as well as a same-sex domestic partner.~~

7. If one spouse/~~domestic partner~~ works for YSU and the other does not, the children remain on the YSU insurance. If both spouses/~~domestic partners~~ work for the University, in the case of family coverage, the higher-paid employee pays for the employee + 1 or family coverage.

8. An employee may opt out of health insurance benefits (medical, prescription drug, dental and/or vision) ~~coverage upon submission of sufficient evidence~~, in accordance with the provisions of this article, upon written notice to the University of such coverage from another source.

D. Coverage Levels and Additional Coverage Features: The University will offer a plan with equal to or greater coverage as the SuperMed Plus plan as detailed in Appendix G. The University shall implement any other changes recommended by the Health Care Advisory Committee and approved in accordance with Section 5.9.

E. Booklets: Eligible employees shall ~~receive at no charge booklets listing and explaining all insurance benefits and conditions. Benefits shall be no less than those described in the booklet that applies to the effective date of the Agreement. Continuing eligible employees shall receive such booklets at no charge upon request or as necessitated by changes in the insurance program be able to access information regarding coverages on-line via the vendor's website.~~

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

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

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

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

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

~~A. Effective July 1, 2018 or such date thereafter that all University employees who receive health insurance benefits begin contributing a uniform premium payment, all bargaining unit members shall contribute fifteen (15) percent of the fully insured equivalent rate for their subscriber selection.~~

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

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

~~All Preventive Care visit(s) shall be exempt from office visits co-pays (e.g., mammographies, PAP, PSA, etc.; see Appendix G.) The University shall continue to maintain co-pays as identified in Appendix G for the duration of the Agreement.~~

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

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

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5.5: Annual Physical: Members of the bargaining unit and their covered dependents shall be provided a free annual preventive examination provided such is performed by a network physician ~~whether billed as medical or routine. A medical diagnosis will not prevent full payment.~~

5.6: Prescription Coverage: The University will maintain a prescription drug program detailed in Appendix G.

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

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

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

5.10: Section 125 and Premium Pass-Through Benefits: The University shall contract with a carrier to serve as Third Party Administrator (TPA) for Section 125; those plans are premium pass-through, flexible spending account and dependent care account benefits for University employees. Eligibility for, and use of, this program shall be governed by IRC Section 125. There shall be no initiation or sign up fees for employees. Monthly administrative charges, if any, for the TPA shall be paid by payroll deduction by those employees selecting this benefit ~~and shall not increase for the duration of this Agreement.~~ Employee contributions under Section 125 shall also be made by payroll deduction up to the maximum of ~~\$5,000.00 allowable amount for the Flexible Spending Account and the Dependent Day Care under applicable federal regulations~~ per account. An individual selecting this plan shall participate in the plan from January 1 to December 31.

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

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

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

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

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

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

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

ARTICLE 6 STAFF DEVELOPMENT LEAVES/STAFF DEVELOPMENT

6.1: Staff Development Leaves: For each of the fiscal years of this Agreement, the University will support ~~a minimum of up to~~ two (2) Staff Development Leaves for full-time members of the bargaining unit. Each leave shall be for up to ~~six (6) twelve (12)~~ months' duration unless additional time is approved. Each leave recipient shall be paid 100% of his/her salary while on leave. The University will maintain group insurance coverage for leave recipients at the same cost the recipients would pay if they were not on leave, and all other rights and privileges shall remain in effect during the leave as though the individual were not on leave. ~~A maximum of twenty (20) percent of one-third (1/3) of the average salary of full-time bargaining unit members, budgeted for the prior year, will be budgeted for anticipated expenses of the bargaining unit member to be incurred during the leave(s).~~ The purpose of Staff Development Leaves shall be to permit staff members to engage in professional/educational activities that are related to their positions at the University and will serve to enhance their professional contributions to the University as staff members. Applications for Staff Development Leaves may be submitted to the University on a form made available through the office of the Chief Human Resources Officer. The Administration ~~and the leave applicant~~ shall make every reasonable effort to redistribute job responsibilities during the requested leave. The deadline for submitting an application shall be March 1, of each year. If March 1 falls on a Saturday or Sunday, the deadline is the next working day. Leave applicants will be interviewed by a three-member committee, with one member designated by the President of the Association, one member designated by the President of the University, and the third member designated by the first two members. The committee will forward its recommendations, including a recommended distribution of budgeted expenses, to the President of the University within thirty (30) days following the deadline for applications, and the President of the University ~~or designee~~ shall announce the names of leave recipients within thirty (30) days following receipt of the committee's recommendations. The

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decision of the President of the University ~~as to which members receive staff development leaves~~ shall be final and binding.

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

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

ARTICLE 7 LEAVES

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

- A) **Child:** biological, adopted, foster, stepchild, ward or child of person standing in loco parentis until the end of the month where said child turns 26 or older if incapable of self-care due to disability.
- B) **Eligible Bargaining Unit Member:** a bargaining unit member with at least one year of service who has worked at least 1,040 hours in the previous twelve (12) months.
- ~~C) **Non-probationary bargaining unit member:** a bargaining unit member who has achieved continuous service.~~
- ~~D) **Probationary member:** is a member who has not yet achieved continuous service.~~
- ~~E) **Immediate family:** spouse, children, daughters-in-law, sons-in-law, grandchildren, parents, parents-in-law, grandparents, spouse's grandparents, brothers, sisters, brothers-in-law, sisters-in-law, or legal guardian and domestic partner.~~
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- F) **Parent:** biological father or mother, adoptive parents, step parents, or foster parents, or person in loco parentis when employee was a child.
- ~~G) **Domestic Partner:** A domestic partner is defined as a person who, according to the employee's affidavit, has shared a committed, on-going domestic relationship with the employee for not less than the continuous preceding twelve (12) months. Specific to this Article, domestic partner is limited to "same-sex" domestic partner.~~
- H) **Serious health condition:** an illness, injury, impairment or physical or mental condition that involves in-patient care in a hospital, hospice or residential medical care facility, or continuing treatment by a healthcare provider.
- I) **Third medical opinion:** a medical opinion that is provided when there is a conflict between the first medical opinion provided by the employee's medical provider and the second medical opinion provided by the employer's medical examiner. The persons providing the first two medical opinions shall select the person to provide the third medical opinion.

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

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

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

7.5: Educational:

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

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

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

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

7.7: Disability Separation and Disability Retirement:

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

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

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

LEAVE WITH PAY:

7.10: Sick Leave:

- A) Sick Leave is the authorized absence of an employee with pay because of personal illness, pregnancy, complications due to pregnancy or birth, adoption, injury, exposure to contagious disease and visits to or treatment by medical providers that cannot be scheduled outside of the employee's normal working hours. Sick leave may also be used because of illness, injury, or death in the employee's immediate family.
- B) Each full-time bargaining unit member earns sick leave at the rate of five (5) hours per semi-monthly pay period. Sick leave is cumulative without limit. Bargaining unit members may view sick and other leave balances in Banner self-service.
- C) Sick Leave may be used during any period of time in which the employee is under contract to perform services for the University. When using sick leave, the bargaining unit member will promptly notify his/her unit supervisor, and whenever possible, advise of the estimated duration of absence. All bargaining unit members shall report all uses of sick leave via web leave reporting in self-service Banner.
- D) A continuous period of sick leave commences with the first day of absence and includes all subsequent days until the employee returns to work. Saturdays and Sundays (if the employee is not scheduled to perform services), and official holidays established and/or observed by the University shall not be counted. During any seven (7) day period, the maximum number of days of sick leave charged against any employee shall be five (5).
- E) All unused sick leave accumulated prior to the effective date of this Agreement shall be available for use by the employee.
- F) If an employee is afflicted or known to be exposed to a contagious disease, and the presence of that employee would jeopardize other employees as determined in writing by a physician through an investigation, that employee shall take sick leave and other pertinent leave. The University and YSU-APAS will abide by CDC or comparable State agency requirements for sending employees home because of contagious disease exposure. An employee who contracts a contagious disease will be charged sick leave. An employee who does not contract a contagious disease will be placed on administrative leave per Section 7.13

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

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

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A) Establishment:

- 1. Each member of the YSU-APAS bargaining unit may donate one day of his/her accumulated sick leave to the YSU-APAS Emergency Sick Leave Bank (ESLB) during the enrollment period. Enrollment periods will be from July 1 through August 1 of each year. New APAS members hired after the year has started will have four (4) weeks in which to enroll. Participation shall be voluntary. The donated day is not returnable.
- 2. For purposes of this policy, the year will run from July 1 through the following June 30.

B) Operational Procedures:

- 1. Use of days from the ESLB will be limited to those individuals who have donated (and, when necessary as determined by the ESLB Committee, are continuing to donate) to the bank. The ESLB Committee will meet each year between June 1 and June 15 to establish the amount of donation for the forthcoming year. This amount may be less than one (1) day and may be zero if the ESLB Committee determines that there is sufficient balance in the bank for that year. During the year, the ESLB Committee may declare an emergency and ask bank members to donate an additional non-returnable day (or fraction thereof) to keep the bank solvent. Such additional amounts will not count toward the following year's donation. Unused days from one year will be advanced to the next.
- 2. Use of days from the ESLB will be limited to medical conditions of a non-routine nature. Use of days will not be considered in lieu of Child Care Leave, for instance, but could be granted in cases of the inability of the employee to return to work after completion of Child Care Leave due to medical complications after the birth of a child. Days from the ESLB may be requested for the use of the bank member and/or due to illness/injury of the member's spouse or dependent children, or any other person in the bank member's immediate family, as defined in Section 7.1. A physician's statement must accompany the application in order to be considered. The application form and physician's statement are to be forwarded to the Chief Human Resources Officer. Upon receipt of all information, the ESLB Committee will make a decision within ten (10) working days.
- 3. Use of days from the ESLB will be considered only after the bank member has exhausted all of his/her paid leave days.

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

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

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

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

C) YSU-APAS Emergency Sick Leave Bank Committee:

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

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

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

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

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

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

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

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

Each fiscal year (July 1-June 30), each part time bargaining unit member may convert up to two (2) sick leave days per year to Personal Leave Days.

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

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emergencies, etc. Such requests shall be approved unless extenuating circumstances exist to deny such requests.

7.18: Military Leave:

- A) Eligible bargaining unit members shall be entitled to receive military leave under the federal and Ohio Uniformed Services Employment and Re-employment Rights Act (USERRA) to fulfill short-term (i.e., 31 consecutive calendar days or less) and extended (i.e., more than 31 consecutive calendar days) duty obligations and to obtain reinstatement after completing such service obligations.
- B) Employees will be permitted to continue the health benefit coverage during their leaves of absence in accordance with Article 5 that would have been in effect had they remained in active status, providing that any applicable employee premium contributions continue to be paid after six months of activation in accordance with Article 4 (Salaries) and provided further that any non-self-insured coverage obtained from an outside carrier for which the University and/or the employee pay premiums to that outside carrier permits coverage for persons who are not in active pay status.

7.19: Bereavement Leave:

- A) Four (4) consecutive days of paid bereavement leave will be granted to a bargaining unit member at the total rate of pay upon the death of a member of his/her immediate family as described in Section 7.1(E). Bereavement leave will also be granted in the case of a stillbirth condition.
- B) If the death is the employee's aunt or uncle, the employee is entitled to one (1) day of bereavement leave at the total rate of pay.
- C) Part-time bargaining unit members will receive bereavement leave with pay for the hours that they are normally scheduled to work pursuant to the limits in the article.
- D) The University may grant additional use of sick, vacation leave or leave without pay in daily increments if the absence is one day or more in order to extend the bereavement leave. The leave and the extension may be subject to verification.

7.20: Emergency Relief Leave:

- A) **Emergency Service:** Upon approval of the Chief Human Resources Officer and the appropriate unit supervisor, a bargaining unit member who is an EMT-basic, EMT-I, first responder, paramedic, or volunteer firefighter will receive up to forty (40) hours of leave with pay each calendar year to use during those hours when the employee is absent from work in order to provide emergency medical service or fire-fighting service of an emergency nature that cannot reasonably be performed outside of the bargaining unit member's regular workday. The Chief Human Resources Officer will compensate an employee who uses leave granted under this section at the difference between employee's total rate of pay for those regular work hours during which the employee is absent from work and the sum of the employee's gross service pay and allowances as an emergency service worker. No such supplemental pay is due if the employee's gross uniform pay exceeds the wages payable had the employee been in

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active status. In order to be eligible, a bargaining unit member will submit to his/her supervisor a written notification signed by the chief of the volunteer fire department, or medical director, with which the employee serves. Such leave shall be available during the term of this agreement only to the three most senior eligible bargaining unit members employed on or before July 1, 2012. All other bargaining unit members may be granted such leave without pay or vacation leave not to exceed forty (40) hours each calendar year. The University will waive any notice requirements for using vacation leave for this purpose, provided operational necessity is not impaired.

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

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

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

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

7.22: Association Leave:

- A) A paid leave of up to thirteen (13) and unpaid leave of up to two (2) aggregate days will be granted to Association representatives to attend the Union Representative Assemblies and related committees off campus each year. A bargaining unit member may not use more than five (5) working days of such leave in any one year. Absent unusual circumstances, a minimum of thirty (30) calendar days written notice will be provided to the University prior to taking such leave. Only one bargaining unit member

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from any one work area will be granted leave at any one time. However, leave for more than one bargaining unit member from any one work area at any one time may be granted at the discretion of the department head.

- B) Use of vacation time or leave without pay of up to five (5) days each shall be granted to no more than two (2) bargaining unit members to attend Leadership Academy off campus each academic year. A minimum of thirty (30) days written notice shall be provided to the University prior to taking such leave. Only one bargaining unit member from any one work area will be granted leave at any one time. However, leave for more than one bargaining unit member from any one work area at any one time may be granted at the discretion of the department head.

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

MATERNITY, PARENTAL AND CHILD CARE LEAVE:

7.24: Maternity/Parental Leave:

- A) Maternity leave is the authorized absence of a female bargaining unit member to receive treatment during pregnancy, to recover from childbirth after pregnancy, or to care for and bond with the newborn. The University shall provide up to six (6) weeks of paid maternity leave to each birth mother. Application shall be made in writing to the department head and to the Chief Human Resources Officer or their designee at least thirty (30) days prior to the effective date for such leave, or as soon as practicable if medically necessary, and such request shall state the anticipated duration of the leave. At the end of maternity leave, the mother may take paid parental leave or unpaid maternity or parental leave permitted by law. Mothers must take paid maternity, unpaid maternity and parental leaves consecutively and concurrently with available FMLA leave or other maternity leave required by law.
- B) Parental leave is the authorized absence of a birth mother, biological parent father, domestic-partner, or adoptive parent to be used following the birth or adoption of a child and to care for and bond with the child. The University shall provide up to three (3) weeks of paid parental leave. If more time is needed, accumulated sick leave can be used. Paid parental leave and accumulated sick leave will be used concurrently with available FMLA leave. Application shall be made in writing to the department head and to the Chief Human Resources Officer at least thirty (30) days prior to the effective date for such leave, and such request shall state the anticipated duration of the leave. Employees may elect to receive two thousand dollars (\$2,000) in taxable income (i.e., subject to withholding) for adoption expenses in lieu of receiving the paid leave benefit provided under this section. Such payment may be requested

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upon placement of the child in the employee's home. If the child is already residing in the home, payment may be requested at the time the adoption is approved.

- C) Both Maternity and Parental leaves shall run concurrently with Child Care leave noted in Section 7.25. This means six (6) months is the maximum amount of paid and unpaid time a female bargaining unit member may be off work when she takes maternity, parental and child care leave.

7.25: Child Care Leave:

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

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- 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 current 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, showing proof of honorable discharge, rounded to the nearest full year.

8.2: Vacation accrual shall be credited as follows:

- A) Full-time bargaining unit members who have completed six (6) months of service probationary period and have not been informed of an intent to discontinue the appointment, 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 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)

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- 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 .750, as defined in Article 14, Section 14.1 and specified on the individual contract of appointment letter and who have completed one contract year of service and entered a second year of service six (6) months of service with the University 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 semi-monthly basis while in active pay status. Vacation ~~and~~ may be taken ~~as it accrues~~ once the member ~~achieves continuity of employment~~ has completed six (6) months of service with the University.

- 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

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the basis of the full-time maximum accrual (i.e., a .75 part-time employee can accrue 50 days x .75 = 37.5 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 prior approval of their immediate supervisor and/or department head. Provided that an employee who has achieved continuous service gives completed six (6) months of University service and provides at least thirty (30) fourteen (14) calendar days' written notice to their immediate supervisor and/or department head and Chief Human Resources Officer, or his or her designee prior to the effective date of resignation, retirement or separation, the employee may elect to convert unused vacation time into cash payment. Notwithstanding other provisions of this section, the bargaining unit member who has achieved continuous completed six (6) months of service with the University shall have the option of taking accrued vacation, with the approval of the supervisor, for the final two weeks of employment.

ARTICLE 9 GRIEVANCE PROCEDURE

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~~ alleges 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 meeting or grant a disposition within the time limit prescribed, the right to proceed to the next step shall be granted automatically and immediately.

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

9.3: **Grievance Hearings Meetings:** Each grievance hearing meeting will be conducted by the designated administrator to determine what, if any, violation of this Agreement has occurred. Hearings Meetings will be attended by the grievant, the Hearing Meeting 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 meetings in those instances when the grievant and/or the Union need information more specific than that available to the grievant

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or Union. The parties agree that the University will schedule hearings meetings no later than two (2) hours prior to the end of the grievant's and/or Union representatives' work schedule, and the grievant will be released from duty early enough to be able to attend the hearing meeting as scheduled. If such hearings meetings extend beyond the end of the normal work schedule of any bargaining unit member(s), the bargaining unit member(s) present at the hearing meeting will not be paid for any time spent after the end of the work schedule. Grievance hearings meetings for bargaining unit members whose work schedules are other than the scheduled workday will be scheduled at mutually convenient times.

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

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 meeting. The University administrator who intends to conduct the meeting must notify the appropriate Union representative at least three (3) days prior to the scheduled hearing meeting. Within ten (10) days following the hearing meeting, 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 hearing meeting or complete and distribute a Grievance Disposition Form, in the latter case providing the original to the grievant and a copy to the Union. If the Chief Human Resources Officer or his/her designee holds a hearing meeting, he/she will complete and distribute a Grievance Disposition Form within ten (10) days following the hearing meeting. A hearing meeting is required if the grievance originates at Step 2. Within twenty (20) days following receipt of the Step 2 disposition, the grievant, with the approval of the Executive Committee, may appeal the disposition to Step 3 by the Union President, or 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 and Director of Labor and Employee Relations.
- B) If, within sixty (60) days after (1) The Chief Human Resources Officer receives he shall refer the FMCS panel of arbitrators; to the University's chosen outside counsel (2) the parties' are unable advocates are free to mutually agree on an arbitrator not named in the FMCS panel, or to

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mutually select upon which of those seven (7) nominees shall serve as arbitrator. If mutual agreement cannot be reached, then the arbitrator will be chosen by each party alternately striking names, beginning with the moving party, and the name remaining shall be the arbitrator. Prior to commencing striking, each party shall have the option to completely reject one (1) panel of arbitrators provided by the FMCS and request another list. The hearing arbitration shall be conducted in accordance with the rules and regulations of the FMCS. Any grievance that has not been scheduled for hearing arbitration within one (1) year after the Union notifies the University in writing that it supports the arbitration will be considered withdrawn by the union. The only exception is if the University is responsible for the delay and the one (1) year time limit does not apply.

- C) If there is a question of arbitrability of a grievance, the parties will request the arbitrator to rule first on the arbitrability of the grievance. If the arbitrator rules that the grievance is arbitrable, 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 First Year Staff-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"); performance evaluations unrelated to adverse employment actions; any action that is appealable to the State Employment Relations Board and over which has been appealed to the Board with has jurisdiction; and any matter not pertaining to the meaning and intent of this Agreement.
- E) The arbitrator will have no power to add to, subtract from, or modify in any way the terms of this Agreement. The arbitrator's decision is binding upon the University, the Union, and the grievant.
- F) The arbitrator's fees and expenses will be borne equally by the University and the Union, except costs incurred by the calling of witnesses, which will be borne by the party calling that witness.
- G) Arbitration hearings will be held on the University campus in a room provided at no cost to the Union. The University shall schedule a court reporter to provide a transcript of the testimony at the arbitration hearing. The University and the Union shall share the cost of the court reporter and a transcript copy for the Arbitrator.
- H) ~~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.~~
- HI) ~~While attending an arbitration hearing, a maximum of three (3) YSU-APAS representatives, The OEA Labor Consultant, the Grievance Chair or designee, the Union President, and each the~~

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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 attendance. ~~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 employee representatives/witnesses attending the hearing at least ten (10) days in advance of each arbitration hearing.

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

ARTICLE 10 CONTINUOUS SERVICE

10.1: **Definition:** A bargaining unit member who has worked six (6) months will be recognized as having non-probationary continuous service status. The A bargaining unit member who has worked six (6) months shall also have all rights and privileges associated with the due process provisions of this agreement.

~~Moved to Article 11, Section 11.1-10.2. 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.~~

10.2: **Prior University Experience Service:** 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 PIA staff the bargaining unit or 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 Continuous Service status. If a YSU employee becomes a member of the YSU-APAS bargaining unit

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because he/she is selected, hired, transferred, promoted, or otherwise appointed to fill a bargaining unit position that he or she has not previously served in, then the employee is subject to the probationary-period procedures contained as stated in Article 11, Section 11.1. Upon successful completion of the probationary period (as defined in Article 11) period, the bargaining unit member will be granted Continuous Service status. However, Continuous Service status creates no vested rights in any specific position, title or salary. Service as a student employee shall not be applicable to any term or condition of employment specified in this agreement 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 members (excluding First Year Staff, which is defined below) 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. (The prior 3 sentences were moved to 11.2 below)~~

~~Moved from Article 10, Section 10.2: First Year Staff: A First Year Staff member is a bargaining unit member who has worked for the University for less than three hundred sixty-five (365) calendar days. If after six (6) months one hundred eighty (180) calendar days of employment and based upon performance issues, the University expects it will not retain renew the services of the First Year Staff member, appointment of a probationary full-service the bargaining unit First Year Staff 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 of the performance issues and University's intention to end the employment relationship. At that time, a meeting will be held between the First Year Staff bargaining unit member, and his/her immediate supervisor, and said bargaining unit First Year Staff member will have an opportunity to be placed on a Performance/Professional Improvement Plan (PIP). Such a plan shall be developed with said bargaining unit First Year Staff member, his/her immediate supervisor and a Union representative. The complete Performance Improvement Plan PIP 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 First Year Staff member, the employee's immediate supervisor and a union representative within four (4) months from the date the Performance Improvement Plan PIP was approved by the makers of the PIP. In the event the probationary bargaining unit First Year Staff member has not satisfactorily met the criteria outlined in his/her PIP, such probationary bargaining unit First Year Staff member will be subject to termination prior to the completion of one continuous year of full-time employment.~~

~~The University recognizes the principle of progressive discipline, which shall be applied at the supervisor's discretion. Considerations include the nature and seriousness of the infraction and any~~

~~mitigating circumstances. However, in more serious situations, the University may apply accelerated or summary discipline.~~

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

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

~~Examples of more serious situations which may require placing an employee on paid administrative leave in order to properly conduct an investigation include, but are not limited to, alleged violations of the University policies for workplace violence or sexual harassment, or concerns about theft or fraud. (The following language was moved from 11.1, with minor modifications, which are italicized) Once an investigation is completed and prior to a due process hearing meeting, the Union and University shall exchange a copy of all materials related to the matter including, but not limited to, police reports, statements of complaint, or any other documentation that may be related to employee discipline. Documents which are not exchanged at least two (2) days in advance of a meeting may not be entered at the meeting. At the request by either party, the hearing meeting may be postponed to comply with this requirement.~~

Eligibility to Grieve:

A) A non-probationary bargaining unit member who is suspended without pay 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 meeting as identified in Section 9.5. Such discipline shall not be included in the employee's official personnel file pending the final outcome of said hearing meeting.

11.4: In situations involving any suspension without pay 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 without pay or removal prior to issuing the order of suspension without pay or removal. Designees include

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~~management personnel in the employing department.~~ 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 regular and certified US mail), to a suspended or removed bargaining unit member's address of record, written notification stating the reason(s) for the suspension without pay or the removal. The parties agree that orders of suspension or removal shall be treated as confidential personnel matters between the University, the bargaining unit member and the Union. If the suspension without pay or removal is subsequently grieved, the Step 2 hearing meeting 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 Policy Development. Complaints regarding violence may be directed to Campus Police. Only unresolved matters may be grieved by the employee under the grievance procedure, Article 9. Disputes concerning alleged 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. An employee who wishes to bring a representative other than a campus representative or OEA Labor Consultant to a meeting with YSU can seek permission to do so from YSU.

11.7: 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 substances 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. Abuse of prescribed medicine shall be treated the same as non-prescribed use. 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, including a voluntary or mandatory referral to the University's Employee Assistance Provider (EAP). 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-prescribed controlled and/or illegal drugs, no record of the incident shall be placed in the employee's official personnel file.

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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. Abuse of prescribed medicine will be treated the same as non-prescribed use.

11.9: The University, through with the approval of the Chief Human Resources Officer or his/her designee, 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 balance of accrued leave.

~~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 up to thirty (30) but no less than fourteen (14) days' written notice to any individual who receives notice via hand-delivery. 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: The University shall layoff bargaining unit employees in the affected college or non-academic unit department(s) in the following order categories: temporary (generally, less than four (4) month assignment) bargaining unit employees, part-time bargaining unit employees and then full-time bargaining unit employees. A bargaining unit employee holding an interim appointment shall be permitted to retain that interim appointment to its completion but shall then be laid off.

12.3: In the event two or more full-time members of the bargaining unit hold the same position (i.e., position title and pay grade) within the same college or non-academic unit 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 full-time employment or FTE employment with the University (excluding student employment).

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B) ~~In the event if a tie is not broken by the foregoing procedure, the employee(s) selected for layoff will be decided by the lowest overall evaluation score 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 the last four digits of the Social Security Number ~~con-toss~~. The employee whose last four digits are higher shall be treated as more senior.

12.4: Bargaining unit members who were displaced or laid off will be placed on recall status for one (1) calendar 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 and pay grade) 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 applies for the position via the University's applicant tracking system during the announced posting period.

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 them him or her of the employee's wish intent 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 for and able to perform the functions and duties. 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. Within ten (10) working days of receipt of the employee's notice of displacement, a meeting will be scheduled with the affected employee, a union representative(s) and an Employer representative(s) to discuss the employee's displacement option(s) and qualifications.

When an employee moves into another position title, the employee will have sixty (60) days to orient himself to the new position and perform satisfactorily in the position. This time period may be extended in thirty (30) day increments by mutual agreement of the Union and the Employer.

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

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

13.1: It is the practice of the University to provide encourage members of the bargaining unit an opportunity to be promoted and/or transferred to apply for currently posted vacant positions that are of interest to them and for which they are at least minimally qualified. The following sentence was moved from 13.4 (C). Upon request, the Office of Human Resources will provide consultation with bargaining members designed to improve their ability to compete for vacancies.

13.2: Subject to the provisions of Article 12, when a bargaining unit position vacancy occurs or a new bargaining unit position is created and the University decides to fill that position, the University shall announce the opening via its applicant tracking system. Colleges, departments, and administrative units of the University may publicize openings within their units and with external sources such as (but not limited to) journals, newspapers, Web sites, national/local publications, advertisement forums, and minority/protected group professional organizations. All external advertising is coordinated through the Office of Human Resources. The announcement described in this Section will specify the period during which all interested and qualified 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 thirty (30) calendar days from the day of posting. The posting shall also specify the date of posting, the position's title, the department or work unit where the position is assigned, the pay grade assigned, the minimum salary, the minimum and preferred qualifications for the position, the hours of work (full-time or part-time), the designation as an APAS position, and a brief description of the job duties.

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

A) Vacancy: A vacancy 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

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vacant when one of the following occurs: an employee resigns, dies, retires or; is terminated, or otherwise separates from the University; an employee transfers or is promoted to any other position within the University; or a position is newly created and which the University intends to fill. 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 position title and pay grade to another existing position.

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

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

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

Moved from 13.4 (with modifications). The University may transfer a member of the bargaining unit from one bargaining unit 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) calendar days prior to the effective date of transfer.

C) **Promotion:** The movement of an employee from one position into a position at a higher pay grade.

D) **Demotion:** The movement of an employee from one position into a position at a lower pay grade.

E) **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 a similar position title to the same pay range and the same pay grade. "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

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reclassified is presently filled, then the employee serving in that position is then reassigned to the new classification.

G) **Hiring Manager 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.

H) **Qualifications:** Moved from 13.5 "a" "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 Search Committee University shall give consideration to the qualifications as stated on the position announcement and the application materials submitted by the applicant on the University applicant tracking system.

13.4i—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 or failed to receive a favorable overall rating in the most recent performance evaluation. 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(f) 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) calendar days prior to the effective date of transfer.

A) Upon request, Human Resources will provide consultation with bargaining members designed to improve their ability to compete for internal vacancies.

B) 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.

13.45 **Selection:** Bargaining unit vacancies and new positions shall be awarded on the basis of qualifications. For purposes of this Article, the Search Committee may establish an initial review cut-off date of not less than thirty (30) calendar days for applicant consideration "qualified" shall be defined as meeting all the necessary qualifications for the position to perform the required work. In determining whether an

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applicant is qualified to be interviewed, the University shall give consideration to the qualifications as stated on the position announcement and the application materials submitted by the applicant on the University applicant tracking system. The determination of qualifications is the responsibility of the Search Committee, though the University reserves the right to use appropriate Human Resources Staff, who may assume the screening responsibility of a Search Committee. The following sentence was moved from former 13.5 E) below. 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. 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 Equal Opportunity and Affirmative Action Policy and guidelines:

A) All applications shall be received and processed through the University applicant tracking system Office of Human Resources prior to submitting all materials to the Search Committee Chair. All postings shall be announced as internal only for a period of at least fourteen (14) calendar days.

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 by the University's Office of Equal Opportunity and Policy Development Compliance.

C) Bargaining unit members shall be represented on Search Committees. The Search Committee (two) will be comprised of: two (2) employees selected by the unit supervisor or department head, two (2) bargaining unit members selected 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 the opening paragraph subsection (E) of this Section, the Search Committee shall receive and review all application materials that are timely submitted by the initial review date by those applicants who meet the qualifications for the position as determined by the Search Committee and subject to review by the Office of Human Resources. The Search Committee shall reach agreement on which candidates to interview and seek the approval of, in consultation with either the Office of Equal Opportunity and Policy Development Compliance via the approved electronic process or the Office of Human Resources, shall reach agreement on which candidates to interview, except that a qualified internal candidates who are currently members of the bargaining unit shall be granted an interview.

E) The University reserves the right to use appropriate Human Resources staff, who may assume initial screening 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. Previous sentence moved to opening

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paragraph of 13.4 above. Human Resources will forward to the Search Committee a list of all qualified bargaining unit applicants for all promotional/transfer opportunities.

EF) Upon the Search Committee either compiling or receiving a list of qualified candidates, the Search Committee is responsible for identifying through interviews up to the six (6) 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 applicants, 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.

EG) The Search Committee will use an appropriate assessment tool form to rank all applicants. The assessment tool 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 less than "Meets Requirements" or "Satisfactory" as noted in Appendix F will be disqualified from bidding on promotional/transfer opportunities.

GI) Hiring: The Chair of the Search Committee shall forward the Committee's recommendation(s) to the Hiring authority Manager. The Hiring authority Manager will interview the top candidates referred by the Search Committee in accordance with (E) above and must select from these candidates. If an employee applies for an announced position and is determined by the hiring authority to be the most qualified over 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. The University's determination as to the qualifications shall be conclusive in the absence of a showing that such determinations were arbitrary or capricious.

HK) Former K was moved to this spot to provide for better flow of process. Prior to filling a vacancy, the Hiring authority Manager 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.

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.

Il) Upon selection, the Hiring authority Manager completes the electronic process to forward to the Office of Human Resources the information necessary to make an offer of employment when all approvals have been received is responsible for forwarding to Human Resources a written rationale in support of the selected candidate and the. Assessment Forms completed by the Search

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Committee ~~should also be sent to the Office of Human Resources~~ if such forms ~~were utilized or used~~ by the Search Committee. A candidate who was interviewed and not selected may request from Human Resources developmental recommendations. The ~~Hiring authority Manager~~ 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 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 thirty (30) ~~40~~ days. An employee awarded a promotion under the Article that is within his/her operating area shall serve a probationary period of thirty (30) ~~40~~ 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 her/his former position. Any bargaining unit member promoted may request to return to his/her former position during the first 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 an appointment ~~letters of employment~~ which will specify:

A) ~~the duration of the appointment, by reference to starting and ending dates, and the position title, classification, pay grade, and the estimated duration of the appointment, by reference to starting and ending dates, when applicable; and~~

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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 by Human Resources. Part-time employees may be assigned additional hours, not to exceed forty (40) hours a week, not to exceed three (3) months' duration to accommodate the needs of the University. 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. Part-time employees shall be paid their normal salary regardless if they are regularly scheduled to work on a holiday or not during the terms of their ~~contract appointment. They will not be denied the right. Part-time employees are entitled~~ to enroll in courses at the University. ~~They will and shall 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), ~~and 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 appointment~~. (The athletic ticket discount shall be available on individual athletic events only if the tickets are purchased at least one day prior to the event.) 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 appointment ~~letter~~, 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). 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 by FTE status against the full-time ~~standard equivalency~~ 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 appointed~~.

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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 appointment~~. 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 seniority 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 appointments~~ of less than twelve (12) month duration will be prorated by 1/12 for each month not ~~covered by the appointment 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 ("Continuing 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) calendar days of initial appointment, transfer, promotion or reclassification, the University shall provide each bargaining unit member and APAS the Union President, 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, supervisory non-supervisory oversight exercised, the immediate supervisor, and the minimum qualifications. Once a position description has been issued to a staff member, the University will consult with the staff member prior to revising the description, and will not—without the concurrence of the staff member—add duties that are not related to the basic function and responsibility of the position.

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15.2: **Position Audits:** A bargaining unit member may request at any time, but not more than once per fiscal year (and not more than once in any six (6) month calendar period), in writing to the Chief Human Resources Officer or his/her designee, that his/her position description be audited for the purpose of determining if the position is in the proper pay grade.

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

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 position title and pay grade, the University shall either assign the position to the appropriate position title and pay grade or cease to assign the bargaining unit member that portion of the duties which caused the position to be assigned the higher position title and pay grade. If the University ceases to assign the bargaining unit member that portion of his/her duties which do not properly fall within the current position title and pay grade, the University will notify the bargaining unit member of the decision in writing.

If the position is assigned a new position title and pay grade, the effective date of the reclassification shall be no later than the beginning of the pay period immediately after the receipt of the written request for the audit by the Chief Human Resources Officer or his/her designee. Job audit requests shall be date stamped and normally will be evaluated in date order, subject to the discretion of the Human Resources Classification Officer. If not evaluated in date order, the Human Resources Classification Officer will electronically notify the Union. The University will inform the bargaining unit member of the results of the audit at the soonest possible time and no later than one hundred and ten (110) one hundred and eighty (180) days of from 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 or his or her designee within thirty (30) calendar days of receipt of notification of the audit results. The Chief Human Resources Officer or his or her designee will forward the appeal request to the Audit Appeal Committee. The 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 Committee shall render its decision based solely on whether bargaining unit member's position is in the appropriate classification.

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 or his or her designee, 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. The Union shall provide to the Chief Human Resources Officer the names of its appointed

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Committee members prior to July 31st following the beginning of each fiscal year. The University shall notify the Union president of the names of its selected Committee members and alternates prior to July 31st following the beginning of each fiscal year.

ARTICLE 16 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. 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. 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. 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

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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.

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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**, 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

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18.1: **Purpose:** The purpose of the evaluation system described herein is to help bargaining unit members improve professional performance, record a formal evaluation of how well a bargaining unit member has performed 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 Tasks:** The following options may be initiated by the bargaining unit member or the evaluator utilized within the electronic system.

- 1) **Self-Evaluation:** The bargaining unit member being evaluated may prepare a narrative self-evaluation in which he or she reports and evaluates information related to job performance for the period being evaluated. If a self-evaluation is written, the evaluator

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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

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bargaining unit member's designated APAS building representative or the OEA Labor Relations Consultant. Written notice via email or campus mail will be provided to the Chief Human Resources Officer or his/her designee.

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.

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- 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.~~

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

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~~Effective July 1, 2016, 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 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 (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 At Retirement: A member of the bargaining unit who retires shall be entitled, for an unlimited period of time, on the same basis as actively employed bargaining unit members, the use of Maag Library; tickets for all University functions; the use of 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;

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- 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.

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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 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.

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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

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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.

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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-SEVERABILITY~~

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

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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 provision 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 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 become members 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 30th) 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

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conduct with respect to those provisions. The University agrees that its counsel shall give full and complete cooperation to the Union and its counsel at all levels of any legal proceeding relating to Article 25.

ARTICLE 26 CONTRACTING

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

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

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

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

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

26.6: The University may utilize the procedures contained in Sections 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

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

~~27.5: 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 the 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 made in semi-monthly increments. Payments will shall be made exclusively by electronic transfer and funds will be available in the bargaining

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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.

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;~~
- ~~C) Tax-sheltered annuities; individual retirement accounts (IRA), and IRS approved 403(b) programs, and 457(b) deferred compensation plans;~~
- ~~D) Associated School Employees Credit Union;~~
- ~~E) Contributions to an Association Political Action Committee or the Fund for Children and Public Education;~~
- ~~F) The YSU Annual Fund and Capital Campaign;~~
- ~~G) Internal Revenue Code (IRC) Section 125 plan;~~
- ~~H) Service Credit Purchases (OPERS, SERS, STRS or any other applicable retirement system);~~
- ~~I) Voluntary Short Term Disability Coverage, Voluntary Long Term Care Coverage and Voluntary Life Insurance Coverage;~~
- ~~J) University Parking;~~
- ~~K) Health Insurance Cost Sharing Premium; and~~
- ~~L) 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.

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~~**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, tests, 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.~~

28.45 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.

28.56: 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.

28.67: 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.

28.78: 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

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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 (6) credit hours shall not apply to courses taken at YSU as part of a Staff Development Leave granted under the provisions of Article 6. 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.

28.89: 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.

28.910: 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

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discrimination may be reported to the University Director of Equal Opportunity and [Diversity Policy Development](#). 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.

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YOUNGSTOWN STATE UNIVERSITY
ASSOCIATION OF
PROFESSIONAL/ADMINISTRATIVE STAFF

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SIDE LETTER OF AGREEMENT

**2018-2021 Agreement between
Youngstown State University**

And

Association of Professional and Administrative Staff (APAS)

Vacation Cash-out

Bargaining unit employees shall be eligible to request a cash-out of up to twenty-four hours (three (3) days) of accrued and unused vacation leave during the second year of the agreement.

Eligible bargaining unit employees shall be required to submit a Vacation Cash-out Form to the Office of Human Resources no later than May 15, 2019. Cash-outs will be made on the semi-monthly pay number 12 (June 28, 2019). A notification will be made to bargaining unit employees when the form is available online.

Vacation payouts are subject to federal, state and city tax. According to OPERS, vacation payouts are not pension eligible.

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

Job Title	Department
Academic Affairs	
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 Representative	Bitonte College of Health and Human Services
Academic Advisor/Health Professions Representative	Criminal Justice
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 Resource Center	Foreign Languages and Literatures
Electronic Services Librarian	Maag Library
English Language Institute/English As a Second Language Specialist	Center for International Studies and Programs
English Language Institute/English as a Second Language Specialist	Center for International Studies and Programs
Exhibition Design and Production Manager	McDonough Museum of Art
General Studies Coordinator/Academic Advisor	College of Liberal Arts and Social Sciences
Information Systems Coordinator	College of Education
Instrumentation Service Specialist	Chemistry
Interim Coordinator, Writing Center	English
International Program Coordinator	Center for International Studies and Programs
Learning Resource Coordinator	Bitonte College of Health and Human Services
Manager, Information Literacy and Assessment Program	Maag Library
Multimedia Librarian	Maag Library
Planetarium Lecturer	Physics and Astronomy
Police Academy Coordinator	Criminal Justice
Professional Practice Program Coordinator	Williamson College of Business Administration
Program Developer	University Outreach
Program Developer	University Outreach
Reference and Instruction Librarian-Health Sciences	Maag Library
Reference/Serials and Microforms Librarian	Maag Library
Research Associate	Islamic Studies
Research Economist, Community Liaison	Center for Urban and Regional Studies
Senior Academic Advisor	Bitonte College of Health and Human Services
Senior Academic Advisor	Bitonte College of Health and Human Services
Senior Academic Advisor	College of Fine and Performing Arts
Senior Research Associate	Center for Urban and Regional Studies
Social Work Internship Coordinator	Social Work
Systems Librarian	Maag Library
Systems Manager, Metro Credit	Metro Credit
Theater Production Manager	Theater and Dance
TV Production Studio Engineer	Communication and Theater
Athletics	
Assistant Athletic Equipment Manager	Intercollegiate Athletics
Assistant Athletic Trainer	Intercollegiate Athletics
Assistant Athletic Trainer	Intercollegiate Athletics
Assistant Athletic Trainer	Intercollegiate Athletics
Assistant Director of Athletic Marketing and Promotions	Intercollegiate Athletics
Assistant to Sports Information Director	Intercollegiate Athletics
Athletic Advisor	Intercollegiate Athletics
Athletic Advisor	Intercollegiate Athletics
Coordinator, Athletic Business Operations	Intercollegiate Athletics
Equipment Manager	Intercollegiate Athletics
Manager of Athletic Development	Intercollegiate Athletics
Manager of Athletic Ticket Operations	Intercollegiate Athletics
Sports Information Editor	Intercollegiate Athletics
Sports Information Editor	Intercollegiate Athletics

Structure	Grade	Minimum	Midpoint	Maximum
D	7	\$ 69,272	\$ 93,835	\$ 118,398
D	8	\$ 79,663	\$ 107,911	\$ 136,158
D	9	\$ 91,612	\$ 124,097	\$ 156,581
D	10	\$ 105,354	\$ 142,717	\$ 180,069
E	1	\$ 28,119	\$ 38,091	\$ 48,062
E	2	\$ 32,338	\$ 43,805	\$ 55,271
E	3	\$ 37,189	\$ 50,376	\$ 63,512
E	4	\$ 42,767	\$ 57,912	\$ 73,096
E	5	\$ 49,182	\$ 66,621	\$ 84,060
E	6	\$ 56,559	\$ 76,614	\$ 96,668
F	1	\$ 27,291	\$ 36,972	\$ 46,650
F	2	\$ 31,387	\$ 42,517	\$ 53,647
F	3	\$ 36,097	\$ 48,896	\$ 61,695
F	4	\$ 41,510	\$ 56,229	\$ 70,948
F	5	\$ 47,736	\$ 64,664	\$ 81,591
F	6	\$ 54,897	\$ 74,363	\$ 93,829
F	7	\$ 63,133	\$ 85,519	\$ 107,904
F	8	\$ 72,602	\$ 98,345	\$ 124,090
F	9	\$ 83,492	\$ 113,097	\$ 142,702
G	1	\$ 24,000	\$ 32,592	\$ 41,123
G	2	\$ 27,670	\$ 37,481	\$ 47,292
G	3	\$ 31,820	\$ 43,103	\$ 54,385
G	4	\$ 36,593	\$ 49,569	\$ 62,544
G	5	\$ 42,081	\$ 57,003	\$ 71,925
G	6	\$ 48,395	\$ 65,555	\$ 82,714
G	7	\$ 55,653	\$ 75,388	\$ 95,122
G	8	\$ 64,002	\$ 86,696	\$ 109,390
G	9	\$ 73,601	\$ 99,700	\$ 125,798
G	10	\$ 84,641	\$ 114,655	\$ 144,658
G	11	\$ 97,338	\$ 131,853	\$ 166,358
G	12	\$ 111,938	\$ 151,630	\$ 191,322
H	1	\$ 23,525	\$ 31,771	\$ 40,016
H	2	\$ 27,054	\$ 36,536	\$ 46,017
H	3	\$ 31,113	\$ 42,017	\$ 52,920
H	4	\$ 35,780	\$ 48,219	\$ 60,658
H	5	\$ 41,147	\$ 55,567	\$ 69,886
H	6	\$ 47,319	\$ 63,902	\$ 80,485
H	7	\$ 54,417	\$ 73,488	\$ 92,559
H	8	\$ 62,578	\$ 84,510	\$ 106,441
H	9	\$ 71,966	\$ 97,187	\$ 122,407
H	10	\$ 82,781	\$ 111,765	\$ 140,789

APPENDIX C

Salary Ranges
Effective 07/01/2018 through 06/30/2021

Structure	Grade	Minimum	Midpoint	Maximum
A	1	\$ 27,651	\$ 37,342	\$ 47,033
A	2	\$ 31,799	\$ 42,944	\$ 54,088
A	3	\$ 36,569	\$ 49,366	\$ 62,202
A	4	\$ 42,055	\$ 56,794	\$ 71,532
A	5	\$ 48,363	\$ 65,313	\$ 82,262
A	6	\$ 55,618	\$ 75,110	\$ 94,601
A	7	\$ 63,960	\$ 86,375	\$ 108,790
A	8	\$ 73,554	\$ 99,332	\$ 125,110
A	9	\$ 84,587	\$ 114,232	\$ 143,876
A	10	\$ 97,275	\$ 131,366	\$ 165,457
A	11	\$ 111,865	\$ 151,071	\$ 190,276
A	12	\$ 128,646	\$ 173,732	\$ 218,818
A	13	\$ 147,943	\$ 199,791	\$ 251,639
B	1	\$ 27,086	\$ 36,578	\$ 46,070
B	2	\$ 31,149	\$ 42,066	\$ 52,982
B	3	\$ 35,821	\$ 48,375	\$ 60,929
B	4	\$ 41,194	\$ 55,632	\$ 70,069
B	5	\$ 47,374	\$ 63,977	\$ 80,579
B	6	\$ 54,479	\$ 73,573	\$ 92,666
B	7	\$ 62,651	\$ 84,609	\$ 106,366
B	8	\$ 72,050	\$ 97,301	\$ 122,351
B	9	\$ 82,857	\$ 111,895	\$ 140,933
B	10	\$ 95,285	\$ 128,679	\$ 162,073
C	1	\$ 33,274	\$ 44,936	\$ 56,598
C	2	\$ 38,265	\$ 51,677	\$ 65,088
C	3	\$ 44,006	\$ 59,429	\$ 74,851
C	4	\$ 50,606	\$ 68,342	\$ 86,078
C	5	\$ 58,197	\$ 78,593	\$ 98,889
C	6	\$ 66,928	\$ 90,383	\$ 113,839
C	7	\$ 76,966	\$ 103,940	\$ 130,914
C	8	\$ 88,512	\$ 119,532	\$ 150,552
D	1	\$ 29,948	\$ 40,444	\$ 50,940
D	2	\$ 34,440	\$ 46,511	\$ 58,581
D	3	\$ 39,607	\$ 53,488	\$ 67,368
D	4	\$ 45,547	\$ 61,697	\$ 77,847
D	5	\$ 52,379	\$ 70,952	\$ 89,525
D	6	\$ 60,236	\$ 81,595	\$ 102,954

Structure	Grade	Minimum	Midpoint	Maximum
H	11	\$ 95,174	\$ 128,529	\$ 161,883
H	12	\$ 109,450	\$ 147,809	\$ 186,157
I	1	\$ 26,928	\$ 36,365	\$ 45,801
I	2	\$ 30,967	\$ 41,820	\$ 52,673
I	3	\$ 35,612	\$ 48,093	\$ 60,574
I	4	\$ 40,954	\$ 55,307	\$ 69,659
I	5	\$ 47,096	\$ 63,602	\$ 80,107
I	6	\$ 54,161	\$ 73,143	\$ 92,124
I	7	\$ 62,285	\$ 84,114	\$ 105,942
I	8	\$ 71,628	\$ 96,731	\$ 121,833
I	9	\$ 82,372	\$ 111,241	\$ 140,108
I	10	\$ 94,728	\$ 127,927	\$ 161,125
I	11	\$ 108,937	\$ 147,116	\$ 185,293
J	1	\$ 26,652	\$ 35,045	\$ 43,437
J	2	\$ 31,100	\$ 40,651	\$ 50,002
J	3	\$ 36,215	\$ 47,598	\$ 58,701
J	4	\$ 42,096	\$ 55,902	\$ 68,707
K	1	\$ 30,076	\$ 40,616	\$ 51,155
K	2	\$ 34,586	\$ 46,707	\$ 58,827
K	3	\$ 39,774	\$ 53,714	\$ 67,654
K	4	\$ 45,740	\$ 61,771	\$ 77,802
K	5	\$ 52,601	\$ 71,036	\$ 89,470
K	6	\$ 60,492	\$ 81,692	\$ 102,891
L	1	\$ 28,518	\$ 38,513	\$ 48,508
L	2	\$ 32,796	\$ 44,290	\$ 55,784
L	3	\$ 37,715	\$ 50,933	\$ 64,151
L	4	\$ 43,372	\$ 58,573	\$ 73,774
L	5	\$ 49,878	\$ 67,359	\$ 84,840
L	6	\$ 57,360	\$ 77,463	\$ 97,568
L	7	\$ 65,984	\$ 89,083	\$ 112,201
L	8	\$ 75,858	\$ 102,444	\$ 129,010
L	9	\$ 87,238	\$ 117,812	\$ 148,385
L	10	\$ 100,323	\$ 135,483	\$ 170,643
L	11	\$ 115,372	\$ 155,805	\$ 196,238
L	12	\$ 132,878	\$ 179,176	\$ 225,674
L	13	\$ 153,279	\$ 206,093	\$ 259,526
L	14	\$ 175,467	\$ 236,961	\$ 298,454
L	15	\$ 201,786	\$ 272,504	\$ 343,222
M	1	\$ 27,557	\$ 37,215	\$ 46,873
M	2	\$ 31,490	\$ 42,797	\$ 53,903

APPENDIX C
SALARY RANGES
Effective July 1, 2015—June 30, 2018

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

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Eff. July 1, 2016—June 30, 2018

D	1	\$29,948	\$40,444	\$50,940
D	2	\$34,440	\$46,511	\$58,581
D	3	\$39,607	\$53,488	\$67,848
D	4	\$45,547	\$61,697	\$77,847
D	5	\$52,379	\$70,962	\$89,435
D	6	\$60,136	\$81,595	\$102,954
D	7	\$68,872	\$93,835	\$118,398
D	8	\$78,663	\$107,911	\$136,188
D	9	\$89,412	\$124,007	\$156,581
D	10	\$101,314	\$142,712	\$180,069
E	1	\$28,119	\$38,091	\$48,063
E	2	\$32,838	\$43,805	\$55,221
E	3	\$37,189	\$50,376	\$63,643
E	4	\$42,167	\$57,932	\$73,096
E	5	\$47,782	\$66,621	\$84,060
E	6	\$54,049	\$76,614	\$96,648
F	1	\$27,200	\$36,973	\$46,650
F	2	\$31,387	\$42,517	\$53,647
F	3	\$36,007	\$48,896	\$61,406
F	4	\$41,610	\$56,329	\$70,948
F	5	\$47,726	\$64,664	\$81,591
F	6	\$54,807	\$74,263	\$93,839
F	7	\$63,133	\$85,519	\$107,904
F	8	\$72,602	\$98,246	\$124,009
F	9	\$83,492	\$113,097	\$142,702

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SALARY RANGES
Effective July 1, 2015—June 30, 2018

Structure	Grade	Minimum	Midpoint	Maximum
A	1	\$27,651	\$37,343	\$47,035
A	2	\$31,799	\$43,044	\$54,088
A	3	\$36,569	\$49,286	\$62,302
A	4	\$42,055	\$56,794	\$71,432
A	5	\$48,363	\$65,311	\$82,362
A	6	\$55,618	\$75,110	\$94,401
A	7	\$63,960	\$86,325	\$108,700
A	8	\$73,484	\$99,333	\$124,410
A	9	\$84,187	\$114,332	\$142,674
A	10	\$96,178	\$131,366	\$163,617
A	11	\$110,464	\$151,071	\$188,376
A	12	\$126,944	\$173,732	\$218,818
A	13	\$145,643	\$199,794	\$255,629
B	1	\$23,086	\$31,628	\$40,670
B	2	\$27,140	\$37,064	\$47,083
B	3	\$31,821	\$43,275	\$55,020
B	4	\$37,194	\$50,433	\$63,609
B	5	\$43,374	\$58,977	\$73,979
B	6	\$50,479	\$68,421	\$85,666
B	7	\$58,654	\$79,400	\$99,666
B	8	\$68,050	\$92,301	\$115,551
B	9	\$78,857	\$107,895	\$134,032
B	10	\$91,284	\$125,679	\$155,623
C	1	\$33,274	\$44,936	\$56,598
C	2	\$38,365	\$51,677	\$65,088
C	3	\$44,006	\$59,429	\$74,851
C	4	\$50,406	\$68,343	\$86,078
C	5	\$57,197	\$78,593	\$98,989
C	6	\$64,926	\$90,383	\$113,839
C	7	\$73,066	\$103,940	\$130,914
C	8	\$82,512	\$119,543	\$150,552

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APPENDIX C
SALARY RANGES
Effective July 1, 2015—June 30, 2018

Structure	Grade	Minimum	Midpoint	Maximum
G	1	\$24,060	\$32,492	\$41,123
G	2	\$27,670	\$37,481	\$47,393
G	3	\$31,830	\$43,103	\$54,385
G	4	\$36,593	\$49,560	\$62,544
G	5	\$42,081	\$57,003	\$71,926
G	6	\$48,395	\$65,555	\$82,714
G	7	\$55,653	\$75,388	\$95,123
G	8	\$64,002	\$86,696	\$109,390
G	9	\$73,601	\$99,700	\$125,798
G	10	\$84,641	\$114,655	\$144,668
G	11	\$97,318	\$131,853	\$166,368
G	12	\$111,838	\$151,620	\$191,322
H	1	\$23,525	\$31,771	\$40,016
H	2	\$27,054	\$36,536	\$46,017
H	3	\$31,112	\$42,017	\$52,920
H	4	\$35,780	\$48,319	\$60,888
H	5	\$41,147	\$55,567	\$69,986
H	6	\$47,319	\$63,902	\$80,485
H	7	\$54,412	\$73,488	\$93,569
H	8	\$62,478	\$84,540	\$106,441
H	9	\$71,066	\$95,187	\$122,407
H	10	\$80,761	\$111,765	\$140,769
H	11	\$91,174	\$128,620	\$161,883
H	12	\$102,940	\$147,809	\$186,147
I	1	\$26,028	\$34,365	\$43,801
I	2	\$30,967	\$41,830	\$52,473
I	3	\$36,412	\$48,993	\$60,578
I	4	\$42,054	\$56,307	\$69,660
I	5	\$48,096	\$64,002	\$80,102
I	6	\$54,141	\$73,143	\$92,134
I	7	\$61,285	\$84,114	\$105,943

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APPENDIX C
SALARY RANGES
Effective July 1, 2015—June 30, 2018

		<u>Eff. July 1, 2015—June 30, 2018</u>		
J	1	\$26,652	\$30,043	\$30,437
J	2	\$34,100	\$36,051	\$38,003
J	3	\$39,214	\$42,954	\$46,701
J	4	\$45,096	\$49,902	\$52,707
K	1	\$30,076	\$40,616	\$41,155
K	2	\$34,546	\$46,707	\$48,237
K	3	\$39,774	\$53,714	\$57,654
K	4	\$45,740	\$61,771	\$77,803
K	5	\$52,601	\$71,036	\$89,470
K	6	\$60,492	\$81,692	\$103,891
L	1	\$28,518	\$38,513	\$41,508
L	2	\$32,796	\$44,200	\$45,784
L	3	\$37,715	\$50,933	\$54,151
L	4	\$43,372	\$58,573	\$73,374
L	5	\$49,878	\$67,339	\$84,849
L	6	\$57,360	\$77,463	\$97,566
L	7	\$65,964	\$89,083	\$112,301
L	8	\$75,858	\$102,444	\$129,690
L	9	\$87,234	\$117,812	\$148,345
L	10	\$100,223	\$135,483	\$168,643
L	11	\$114,972	\$155,605	\$190,218
L	12	\$131,478	\$179,136	\$215,424
L	13	\$149,879	\$206,083	\$244,836
L	14	\$170,462	\$236,964	\$286,434
L	15	\$204,786	\$272,504	\$343,232
M	1	\$27,552	\$37,216	\$44,823
M	2	\$31,690	\$42,702	\$51,003
M	3	\$36,444	\$49,216	\$58,088
M	4	\$41,911	\$56,599	\$71,287
M	5	\$48,198	\$65,089	\$81,979
M	6	\$55,427	\$74,853	\$94,278

APPENDIX D
SALARY RANGE ASSIGNMENTS

- A 1 English Language Institute/English as a Second Language Specialist
- A 1 Assistant to Coordinator, Mathematics and Statistics
- A 1 English Language Institute/English as a Second Language Specialist
- A 2 Metropolitan College Assistant
- A 2 Metropolitan College Assistant
- A 2 Coordinator, English Language Institute
- A 2 Planetarium Lecturer
- A 3 Professional Practice Program Coordinator
- A 3 Coordinator, Summer Festival of the Arts
- A 3 Coordinator, Language Learning and Resource Center
- A 3 Program Developer
- A 3 Coordinator, External Relations for Williamson College of Business Administration
- A 4 Coordinator, Mathematics Assistance Center
- A 4 Assistant Director of Honors Program
- A 4 Social Work Internship Coordinator
- A 4 Police Academy Coordinator
- A 4 Metro College Program Coordinator
- A 4 Coordinator, Nursing Learning Resource
- A 4 Coordinator, Writing Laboratory
- B 5 Maag Library Systems Manager
- C 1 Photographer
- C 1 Development Associate
- C 2 Coordinator of Alumni Relations
- C 2 Coordinator, Recruitment Marketing
- C 2 Assistant Editor
- C 3 Development Officer, Annual Fund/WYSU-FM
- C 4 Assistant Director, Marketing and Communications
- D 1 Assistant Equipment Manager
- D 1 Sports Information Editor
- D 1 Assistant Athletic Trainer
- D 1 Summer Camp Coordinator
- D 1 Assistant to the Head Trainer
- D 3 Equipment Manager
- D 3 Associate Athletic Trainer
- E 1 Athletic Advisor
- E 1 Athletic Advisor
- E 2 Academic Advisor
- E 2 Coordinator, Professional Development
- E 2 Academic Advisor
- E 2 Academic Advisor
- E 2 Academic Advisor
- E 2 Coordinator Center for Student Progress

APPENDIX C
SALARY RANGES
Effective July 1, 2015—June 30, 2018

		<u>Eff. July 1, 2015—June 30, 2018</u>		
N	1	\$26,847	\$36,511	\$46,175
N	2	\$30,875	\$41,696	\$52,817
N	3	\$35,507	\$47,931	\$60,394
N	4	\$40,833	\$55,144	\$69,454
N	5	\$46,958	\$63,415	\$79,871
N	6	\$54,001	\$72,927	\$91,852
N	7	\$62,101	\$83,666	\$105,610
O	1	\$32,414	\$43,724	\$55,134
O	2	\$37,377	\$50,341	\$63,404
O	3	\$43,048	\$57,892	\$72,915
O	4	\$49,299	\$66,575	\$83,511
O	5	\$56,092	\$76,562	\$96,130
O	6	\$64,196	\$88,045	\$110,894
O	7	\$74,976	\$101,252	\$127,828
O	8	\$86,222	\$116,440	\$146,618
O	9	\$99,145	\$133,906	\$168,646

- E 2 Academic Advisor
- E 3 Sr. Athletic Advisor
- E 4 BS/MD Coordinator
- E 4 Coordinator, Career Services
- E 4 Academic Advisor Senior
- E 4 Coordinator, Career Services
- E 4 Coordinator, Career Services
- E 4 Coordinator, Teacher Certification
- E 4 Academic Advisor Senior
- E 4 Counselor/Coordinator of Testing
- E 4 Academic Advisor Senior
- E 4 Assistant Director, Center for Student Progress
- E 4 Health Professions Rep/Academic Advisor
- E 4 Academic Advisor Senior
- E 4 Counselor/Coordinator Disability Services
- E 4 Academic Advisor Senior
- E 4 Academic Advisor Senior
- E 4 Academic Advisor Senior
- E 5 Academic Administrator
- E 5 Coordinator, MBA Programs
- E 6 University Counseling Center Assistant Director
- F 4 Project Manager
- F 6 Staff Architect
- G 1 Housing Coordinator
- G 1 Housing Coordinator
- G 1 Housing Coordinator
- G 1 Housing Coordinator
- G 2 Undergraduate Admissions Representative
- G 2 Undergraduate Admissions Representative
- G 2 Undergraduate Admissions Representative
- G 2 Undergraduate Admissions Representative
- G 2 Undergraduate Admissions Representative
- G 2 Undergraduate Admissions Representative
- G 3 Financial Aid Counselor—Federal Programs
- G 3 Coordinator, Graduate Administrative Affairs
- G 3 Assistant Director—Federal Programs
- G 3 Coordinator, Undergraduate Transfers
- G 3 Financial Aid Counselor—Special Programs
- G 3 Technology Recruitment Officer
- G 3 Financial Aid Counselor—Federal Programs
- G 4 Assistant Director, Office of Student Activities
- G 5 Assistant Director of Housing Services
- G 5 Associate Director of International Student and Scholar Programs
- G 7 Assistant Director, Financial Aid and Scholarships
- H 4 Cisco Academy Assistant Trainer/Technician
- H 4 Cisco Academy Assistant Trainer/Technician
- H 5 Metro College Systems Manager
- H 5 Systems Coordinator
- H 6 Website Manager

GRIEVANCE DISPOSITION FORM

- H 6 Technology and Training Specialist
- H 8 Database Administrator
- I 1 Research Assistant
- I 4 Research Associate II
- I 4 Research Economist
- I 5 Instrumentation Service Specialist
- I 6 Manager of Center of Biomedical and Environmental Research

- J 1 Coordinator, Communication and Theater
- J 2 Associate Staff Designer
- J 3 University Archivist/Special Collections Librarian
- J 3 Theater Production Manager

- K 2 Coordinator, Graphic Center and Copy Center

- L 1 Evening Building Coordinator
- L 2 Manager of Ticket Operations
- L 3 Financial Services Analyst
- L 4 Staff Auditor
- L 4 Staff Auditor
- L 4 Coordinator, Merchandising
- L 4 Retail Operations Manager
- L 4 Coordinator, Diversity Initiatives

- M 1 Announcer/Producer
- M 1 Announcer/Producer
- M 2 Fine Arts Announcer/Producer
- M 2 Fine Arts and News Announcer/Producer
- M 4 Broadcast Engineer

- O 1 Assistant Reference Librarian
- O 1 Assistant Reference Librarian
- O 1 Assistant Reference Librarian
- O 1 Assistant Catalog Librarian
- O 2 Associate Reference Librarian
- O 3 Microforms/Serials Librarian
- O 3 Government Documents Librarian

Date of Disposition: _____

Step: _____

TO _____
Grievant

- FROM Department Head/Supervisor
- Principal Administrative Officer/
Dean/Executive Director
- Chief Human Resources Officer

Name

RE: Grievance filed on: _____
Date

DISPOSITION

cc: Grievant
YSU-APAS
Principal Administrative Officer

Dean/Executive Director
Department Head
Chief Human Resources Officer

APPENDIX E

GRIEVANCE FORM

Date Filed: _____

- Filed through YSU-APAS Grievance Committee
- Filed independently of YSU-APAS

Name of Grievant: _____

Department: _____

Home Address: _____

Date Cause of Grievance Occurred: _____

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

Section of AGREEMENT Alleged to Have Been Violated:
Remedy Sought:

Grievant's Signature Date

cc: Grievant
YSU-APAS
Principal Administrative Officer

Dean/Executive Director
Department Head
Chief Human Resources Officer

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

GRIEVANCE DISPOSITION REACTION FORM

Date: _____

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

1. Check the appropriate box:

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

2. Signatures:

Grievant: _____ Date: _____

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

cc: Grievant
YSU-APAS
Principal Administrative Officer

Dean/Executive Director
Department Head
Chief Human Resources Officer

**APPENDIX F-1
YSU EVALUATION OF APAS BARGAINING UNIT MEMBER
(effective until December 31, 2015)**

Name _____ Date _____
 Department _____
 Title _____
 Period covered by this evaluation _____

NOTE TO THE EVALUATOR: Read the instructions accompanying this form; then rate each characteristic below on the following pages by marking the appropriate letter on the line indicated under ratings; then provide information and comments regarding your rating in the space provided.

O — Outstanding — The bargaining unit member has exceeded all of the performance expectations for this characteristic.
E — Exceeds Requirements — The bargaining unit member regularly works beyond a majority of the performance expectations for this characteristic.
S — Satisfactory — The bargaining unit member has met the performance standards for this characteristic.
N — Needs Improvement — The bargaining unit member has failed to meet one or more of the significant performance expectations for this characteristic.
U — Unsatisfactory — The bargaining unit member has failed to meet most or all of the significant performance expectations for this characteristic.
NA — Not Applicable — The bargaining unit member is not rated on this characteristic.

**APPENDIX F-1 (CONTINUED)
YSU EVALUATION OF APAS BARGAINING UNIT MEMBER
(effective until December 31, 2015)**

CHARACTERISTIC	RATING
----------------	--------

6 — RELATIONSHIPS _____
 has good working relationships with peers and others.

7 — PROFESSIONAL DEVELOPMENT _____
 engages in activities to become or remain current in the field.

8 — OTHER (Specify) _____

9 — OPTIONAL APPROACH _____ Yes No
 Refer to attached instruction sheet.

**APPENDIX F-1 (CONTINUED)
YSU EVALUATION OF APAS BARGAINING UNIT MEMBER
(effective until December 31, 2015)**

Evaluator's Comments and Recommendations

Signature _____ Date _____

Bargaining Unit Member's Acknowledgment (comments if desired)

Signature _____ Date _____

(Note: The bargaining unit member's signature shall verify that he/she has received the evaluation, but will not necessarily indicate agreement with it.)

Department Head (if other than evaluator)

Signature _____ Date _____

PLEASE RETURN COMPLETED EVALUATION TO HUMAN RESOURCES!

**APPENDIX F-1 (CONTINUED)
YSU EVALUATION OF APAS BARGAINING UNIT MEMBER
(effective until December 31, 2015)**

CHARACTERISTIC	RATING
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**APPENDIX F-3
YSU EVALUATION OF APAS BARGAINING UNIT MEMBER
(Effective January 1, 2016)**

INSTRUCTIONS

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

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

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

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

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

OPTIONAL APPROACHES:

- a. **Self-Evaluation:** The person being evaluated may prepare a narrative self-evaluation in which he/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 staff member, appends it to the evaluation form, and forwards it as part of the evaluation record.
- b. **Record of Goals, Objectives, and Activities:** In some instances it is appropriate to record in writing goals, objectives, and activities for the coming year. In such cases, they are recorded as part of the evaluation record. It is assumed that the next evaluation will include a review of the staff member's progress toward attainment of established goals, objectives, and activities.

DISPOSITION: Upon completion, the evaluation is forwarded through usual administrative channels to the Executive Director of Human Resources. A copy of the evaluation is sent to the staff member at the time it is placed in his/ personnel file.

**APPENDIX G:
INSURANCE BENEFITS**

Definitions:

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

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

Effective July 1, ~~2017 2018 and ending June 30, 2021~~

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

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

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

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

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

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

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

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

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

Fixed Costs = Administrative Costs + Stop Loss Premiums

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

Effective with the proposed Plan changes, and future

Reserve

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

HCAC Target Reserve Policy

- I. Components of the Target Reserve.

YSU PROFESSIONAL/ADMINISTRATIVE STAFF EVALUATION FORM

Name _____	
Department _____	
Title _____	
Period Covered by Evaluation _____	
EVALUATOR Please read the Instructions accompanying this form. Rate each characteristic by entering the appropriate number in the box or provide the information and comments as appropriate in the column on the right.	
1 = Unsatisfactory 2 = Needs Improvement 3 = Satisfactory	4 = Exceeds Requirements 5 = Outstanding NA = Not Applicable
1. PLANNING: establishes objectives and activities related to goals.	<input type="checkbox"/> Yes <input type="checkbox"/> No Is a report of a goal-setting session attached? <input type="checkbox"/> Yes <input type="checkbox"/> No
2. ADMINISTRATION: completes objectives and activities as planned.	Evaluator's Comments and Recommendations (Ratings of 1 or 5 require narrative justification). Signature _____ Date _____ Staff Member's Acknowledgment (Comments if desired): Signature _____ Date _____
3. COMMUNICATION: shares information with peers, subordinates, and superiors	
4. INITIATIVE: assumes responsibility for taking appropriate action with minimal direction.	
5. EFFECTIVENESS: achieves assigned tasks.	
6. PROMPTNESS: meets established deadlines.	
7. INNOVATION: has new ideas about how to accomplish objectives.	
8. RELATIONSHIPS: has good working relationships with peers and others.	
9. ATTITUDE: displays a positive and loyal attitude.	
10. RELIABILITY: can be depended upon to complete assigned tasks as scheduled.	
11. PROFESSIONAL DEVELOPMENT: engages in activities to become or remain current in the field.	
12. OTHER (Specify): _____	
13. OVERALL:	

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

b. **Margin** - represents the difference between the Maximum Claim Liability (applies to medical only) and Expected Claims Liability set by the University's consultant. This amount is calculated by multiplying Expected Claims Liability by 125%.

II. Targeted Reserves should be expressed as a range from Optimistic, Intermediate to Pessimistic to reflect the potential for variance.

III. Funding of the Reserve should target the Intermediate Targeted Reserve Level of 35% of projected annual costs.

IV. This Reserve Policy should be integrated in the annual Funding Level Calculations:

a. A three-year projection of the Targeted Reserves should be used to effectively plan and adjust accounts through premium increase or decreases,

b. Should the reserve balance exceed 45% of the average of the annual actual cost, the Health Care Advisory Committee shall consider options, including premium holidays, and make recommendations intended to reduce the reserve balance. The average of the annual actual cost is defined to be the three-year average of the annual actual cost required to operate the health care plan for the previous three fiscal years. The annual actual costs for a particular fiscal year includes claims or premium costs including stop loss insurance, administrative expenses incurred from vendors and consultants, wellness expenditures, all legally required fees and taxes associated with the health care plan, and other expenses that may be required to effectively operate the health care plans.

c. Should the reserve balance fall below 25% of the projected annual costs, the Health Care advisory Committee may consider options and make recommendations intended to raise the reserve balance.

V. An actuarial consultant will confirm annually that the reserve policy is properly aligned with the stop loss coverage and to identify risks associated with the coordinated policies.

**Appendix G:
Insurance Benefits
(Continued)**

EMPLOYEE CONTRIBUTIONS

Effective between July 1, 2015 and June 30, 2017, employees will contribute, via payroll deduction, an aggregate of 15% of the Funding Level. In each year of the contract, once the funding rates are determined for the Employee Only, Employee + One Dependent, and Family (Employee + two or more dependents) contracts, the University and the Union will meet to identify the flat percentage of salary within the bargaining unit that is required for Funding Level to be reached in each year of the contract. Once both sides agree to the flat percentage, it will be implemented by the University. This will occur each July 1 of the contract thereafter. Notwithstanding the foregoing formula, employees shall pay no more or no less than the following percentages of the Funding Rates: the minimum will be 10% and the maximum will be 20%.

Effective July 1, 2017 or each date thereafter that all University employees who receive health insurance benefits begin contributing a uniform premium payment, all employees shall contribute fifteen (15%) per cent of the fully insured equivalent rate for the subscriber option selected.

Effective July 1, 2018, all bargaining unit members shall contribute fifteen (15) percent of the fully insured equivalent rate for their subscriber selections. Payments shall be deducted in equal amounts for each eligible bargaining unit members' semi-monthly paychecks.

APPENDIX-G
INSURANCE-BENEFITS

Benefits	Youngstown State University Plan Year beginning July 1, 2017	
	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age	Up to Age 26 Removal upon End of Month	
Older Age Child	Ages 26 - 28 Removal upon End of Month (cost of coverage at the employee's expense)	
Pre-Existing Condition Waiting Period	Not Applicable	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period	Unlimited	
Maximum		
3 month Deductible Carryover	Not Covered	
Benefit Period Deductible – Single/Family¹	\$250/\$500	\$425/\$950
Coinurance	90%	70%
Coinurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$925/\$1,725	\$2,000/\$4,000
Total Medical Out-of-Pocket Maximums – (Including Deductible) -Single/Family -Maximum Out-of-Pocket (MOOP)²	\$1,175/\$2,225	\$2,425/\$4,950
Including deductible, Coinurance Out-of-Pocket Maximums and Copays) Single/Family	\$6,600 / \$13,200	Does not apply
Physician/Office Services		
Office Visit (Illness/Injury)^{2,5}	\$15 copay, then 100%	70% after deductible
Urgent Care Office Visit^{2,5}	\$15 copay, then 100%	70% after deductible
Advanced Practicing Nurse/Office Visit^{2,5}	\$10 copay, then 100%	70% after deductible
All Immunizations – Medically Necessary	90% after deductible	70% after deductible
Administration of H1N1		100%
Preventive Services		

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

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

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

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

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

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

Preventive Services, in accordance with state and federal law ²	100%	70% after deductible
Routine Physical Exams (Age 21 and over)	100%	70% after deductible
Well Child Care Services including Exams, Well Child Care Immunizations and Laboratory Tests (To age 21)	100%	70% after deductible
Routine X-rays, Labs and Medical Tests	100%	70% after deductible
Routine Colonoscopy	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine PSA Test	100%	70% after deductible
Routine Vision Exam (One per benefit period)	100%	70% after deductible
Routine Hearing Exam (One per benefit period)	100%	70% after deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical Therapy & Occupational Therapy - Facility and Professional (40 visits combined per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room^{4,5}	\$75 copay, then 100%	
Non-Emergency use of an Emergency Room	90% after deductible	70% after deductible
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity Services	90% after deductible	70% after deductible
Skilled Nursing Facility	90% after deductible	70% after deductible
Human Organ Transplants	90% after deductible	70% after deductible
Additional Services		
Allergy Testing	90% after deductible	70% after deductible
Allergy Treatments	90% after deductible	70% after deductible
Ambulance Services includes Air	90% after deductible	70% after deductible

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

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

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

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

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

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

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

APPENDIX H
YSU-APAS
EMERGENCY-SICK LEAVE-BANK

Application for Membership

TO: Chief Human Resources Officer

Please enroll me as a member of the YSU-APAS Emergency-Sick Leave Bank (ESLB).

I have read Sections 7.11 and 7.11.1 of the YSU-APAS Agreement. I agree to voluntarily donate one (1) day of my accumulated and unused sick leave to the ESLB for this academic year. I understand that the donated day is not returnable. Further, I understand and agree that my decision cannot be rescinded or withdrawn.

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

Name (print): _____

Signature _____ Date _____

Job Title _____

DEADLINE FOR SUBMISSION:
within one month after
becoming eligible for ESLB membership.

HUMAN RESOURCES USE:

Put Master List (date file) record noted.

Check Leave Bank record noted.

Initials: _____ Date: _____

APPENDIX I
YSU-APAS
EMERGENCY-SICK LEAVE-BANK

Application for Use of ESLB Days

TO: Chief Human Resources Officer

I wish to apply for _____ day(s) from the YSU-APAS Emergency-Sick Leave Bank, to be used for my illness/injury or because of an illness/injury in my immediate family as follows:

Estimated duration of leave: _____

Explanation of illness/injury: _____

NAME (printed): _____

Signature _____ DATE: _____

Attached is the physician's statement regarding said illness/injury.

TO: Chief Human Resources Officer

The above ESLB member has been approved by the ESLB Committee to use _____ Day(s) from the YSU-APAS ESLB.

Signed (Chair, ESLB Committee): _____

Date: _____

cc: _____ Applicant
 _____ ESLB Committee
 _____ YSU-APAS President

YSU-APAS
Emergency Sick Leave Bank (ESLB)

~ Application for APAS ESLB Membership/Renewal ~

TO: Chief Human Resources Officer

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

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

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

*Full time employees: 4 hours
 *Part time employees: the number of hours equivalent to one work day.

Employee Name (please print): _____
 Employee ID Number: _____
 Job Title: _____
 Department: _____
 Email address: _____
 Supervisor: _____

Signature: _____ Date: _____

DEADLINE FOR SUBMISSION: AUGUST 1, 2018
(Or, within one month after becoming eligible for ESLB membership)

HUMAN RESOURCES USE:

APAS ESLB Master List record noted.

Acknowledgment email to employee

INITIALS: _____ Date: _____

Human Resources © 2/2018 file

YSU-APAS
Emergency Sick Leave Bank (ESLB)

~ Application for Use of APAS ESLB Hours ~

TO: Chief Human Resources Officer

I wish to apply for _____ hours from the YSU-APAS Emergency Sick Leave Bank to be used for my illness/injury or because of an illness/injury in my immediate family as follows:

Estimated duration of leave: _____

Explanation of illness/injury: _____

NAME (printed): _____
 Banner ID Number: _____ Department: _____
 Supervisor Name: _____

Signature: _____ Date: _____

Attached is the physician's statement regarding said illness/injury.

TO: Chief Human Resources Officer or Designee

The above ESLB member has been approved by the ESLB Committee to use _____ hours from the YSU-APAS ESLB.

Signed (Chair, ESLB Committee): _____

Date: _____

c: _____ Applicant

Human Resources © 2/2018 file

Staff Development Procedure for Full-Time APAS Bargaining Unit Members

- Pursuant to Section 3 of the collective bargaining agreement, a bargaining unit member who wishes to attend a conference, seminar, workshop or other professional development opportunity will complete the staff professional development application. If the staff professional development opportunity involves travel, the bargaining unit member will also complete an expense report (attach prior to sending).
- The application is then reviewed by the employee's immediate supervisor who is then able to concur or concur with the request.
- If approved by the supervisor, and if applicable, the bargaining unit member's application will then be forwarded to the appropriate authority of the bargaining unit for approval.
- The cost of the professional development should be included in the Applicant's FOAR#, using the following 2 column codes, in order to indicate which expenses are covered:
 - (1) Staff Professional Development (Travel) - This is for expenses incurred for travel to attend a conference, seminar, workshop or other professional development opportunity.
 - (2) Staff Professional Development (Travel) - This is for expenses incurred for travel to attend a conference, seminar, workshop or other professional development opportunity.

Name: _____
 Department: _____
 Staff Professional Development Opportunity: _____
 Location: _____
 Dates: _____
 Costs of Attendance: _____
 Fees: \$ _____
 Travel: \$ _____
 Meals: \$ _____
 Total Request: \$ _____

Signature of Bargaining Unit Member _____ Date _____
 Signature of Immediate Supervisor _____ Date _____
 Approve Disapprove
 Signature of Account Authority _____ Date _____
 Approve Disapprove
 Amount Approved: \$ _____
 FOAR# Number: _____



EMPLOYEE AUTHORIZATION TO CHANGE PERSONAL DATA

YSU Employee Banner Number: _____ Today's Date: _____
 Last Name: _____ First Name: _____ Middle Name: _____
 Department: _____ Phone Ext. Number: _____

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

Enter NEW NAME information below (May require legal document):
 Salutation: Mr. Mrs. Ms. Dr. Effective Date: _____
 Last Name: _____
 First Name: _____
 Middle Name: _____
 Reason for Name Change: Marriage Divorce Legal Action

Enter NEW ADDRESS and/or PHONE NUMBER information below:
 Address Type (check all that apply): Permanent Mailing Billing Effective Date: _____
 Street Address: _____ Apt. Number: _____
 City: _____ State: _____ Zip Code: _____
 Phone Number: _____

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

Does this move result in a change of school district? Yes No Unknown
 School District of Residence: _____ School District Number: _____

NOTE: Employees with health care coverage whose personal data has changed must also complete a separate form for the insurance company. Please call the YSU Benefits Office at (330) 541-3748 to obtain a form. Thank you.

Employee Signature: _____ Date: _____
 Please print, sign and send completed form to the Office of Human Resources for processing and distribution.
 Original - Human Resources, Copies - (1) Payroll (2) Employee Department (2) Records.

YSU-APAS STAFF PROFESSIONAL DEVELOPMENT APPLICATION

Name: _____
 Department: _____
 Date: _____
 Staff Professional Development Opportunity: _____
 Location: _____
 Date(s): _____
 Costs of Attendance: _____
 Fees: \$ _____
 Travel: \$ _____
 Meals: \$ _____
 Lodging: \$ _____
 Total Request: \$ _____

Requested By: _____ Date: _____
 Signature of Bargaining Unit Member
 Signature of Immediate Supervisor _____ Date: _____
 Approve Disapprove
 Signature of Account Authority _____ Date: _____
 Approve Disapprove
 Amount Approved: \$ _____



PLEASE ENTER DATA CURRENTLY ON FILE:

Last Name: _____ First Name: _____ Middle Name: _____
 Department: _____ Phone Ext. Number: _____ Social Security or Patient ID Number: _____

PLEASE CHECK ALL THAT APPLY:

Current Employee Full-time Classified Staff Professional/Administrative
 Previous Employee Part-time Faculty

TYPE OF CHANGE: Name Home Address Mailing Address Phone Emergency Contact Other

NEW INFORMATION (Provide only that which has changed):

NEW NAME (May require a legal document)
 Salutation: Mr. Mrs. Ms. Dr.
 Last Name: _____
 First Name: _____
 Middle Name: _____
 Reason for Name Change: Marriage Divorce Legal Action
 Effective Date: _____

NEW ADDRESS and/or PHONE NUMBER

Street Address: _____
 Apt. #: _____
 City: _____
 State: _____
 Zip Code: _____
 Phone Number: Home (____) _____ Cell (____) _____
 Effective Date: _____

NEW EMERGENCY CONTACT

Name: _____
 Relationship: _____
 Complete Address: _____
 Phone: Home (____) _____ Work (____) _____ Cell (____) _____

NOTE: Employees with health care coverage whose personal data has changed must also complete a separate form for the insurance company. Please call YSU's Benefits Office at (330) 541-3748 to obtain a form.

EMPLOYEE SIGNATURE: Please print, sign and send completed form to Human Resources for processing and distribution.

Signature: _____ Date: _____

FOR HR USE (PERSONAL): Human Resources - CONSENT - Payroll, Employee's Department, Wage Benefits, Payroll or HR
 Date Received: _____ Date Forwarded: _____ By: _____

APPENDIX L



Authorization for Direct Deposit of Pay

This form must be completed at the time of initial hire or anytime banking information changes. Allow two weeks for processing this request. Your pay will not be issued through the YSU Portal.

I, _____, authorize Youngstown State University (YSU) to initiate direct deposit of my net pay to the account(s) listed below and accept automatic payroll deduction. In the event YSU deposits funds incorrectly into my account(s), I authorize YSU to debit my account(s) for an amount not to exceed the original amount of credits. I agree to indemnify YSU against any loss sustained by me for reason of such action. I understand that YSU maintains the right to suspend, request, or cancel the direct deposit program at whole or in part at any time.

Employee Information	Employee Name	_____
	Name (SSN or SSN)	_____
	Campus Department	_____ Name _____

Action Requested	Direct One <input type="radio"/> Direct <input type="radio"/> Cancel <input type="radio"/> Change
------------------	--

Bank Information	Note: You may choose up to three financial institutions or accounts for deposit of your pay. If you choose less or more, your check amount will be deposited into the first account(s) for remainder of your net pay (all per IRS 1099-INT with no dollar amount specified).			
	Direct One	<input type="radio"/> Checking	<input type="radio"/> Checking	<input type="radio"/> Checking
		<input type="radio"/> Savings	<input type="radio"/> Savings	<input type="radio"/> Savings
	Bank Name	_____		
	Bank Routing Number	_____		
Bank Account Number	_____			
Amount To Be Deposited	_____			

Signature (Required)	_____	Date	_____
----------------------	-------	------	-------

Payroll Office Use Only: Entered into system on _____ by _____

ATTACH YOUR VOIDED CHECK HERE
RETURN COMPLETED FORM TO THE PAYROLL OFFICE

Payroll - November, 2014

AUTHORIZATION FOR PAYROLL DEDUCTION

YOUNGSTOWN STATE UNIVERSITY
Authorization for Payroll Deduction

Employee Name: _____
Last First Middle

___ New Authorization ___ Effective Date ___

___ Change ___ Amount per pay \$ ___

___ Cancellation

Organization payable to: _____

I hereby authorize the University to make this deduction from my earnings.

Date _____ Employee Signature _____

Banner ID _____



**YOUNGSTOWN
STATE
UNIVERSITY**

**RESOLUTION PROVIDING SALARY ADJUSTMENT FOR
PROFESSIONAL/ADMINISTRATIVE STAFF
EXCLUDED FROM COLLECTIVE BARGAINING**

WHEREAS, the Board of Trustees reviews wages and other terms and conditions of employment on three year cycle for employees covered by collective bargaining; and

WHEREAS, it is deemed to be equitable and in the best interest of the University to review and address pay issues for the non-represented Professional/Administrative Staff on a similarly consistent basis; and

WHEREAS, Board of Trustees acknowledges the importance of annually considering wage and salary issues and recommendations for its non-represented Professional/Administrative Staff on an annual basis.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Youngstown State University, that the following salary adjustment will be made for all Professional/Administrative Staff employees excluded from collective bargaining: 1% Effective July 1, 2018.



**RESOLUTION TO RATIFY
PERSONNEL ACTIONS**

WHEREAS, the *Policies of the Board of Trustees* authorize the President to manage the University, including appointing such employees as are necessary to effectively carry out the operation of the University and any other necessary personnel actions; and

WHEREAS, new appointments and other personnel actions have been made subsequent to the June 7, 2018, meeting of the Board of Trustees; and

WHEREAS, such personnel actions are in accordance with the 2018-2019 Budget and with University policies 3356-2-02, Equal Opportunity and Affirmative Action Recruitment and Employment; 3356-9-02, Selection and Annual Evaluation of Administrative Officers of the University; 3356-7-42, Selection of Professional/Administrative Staff; and 3356-7-43, Externally Funded Professional/Administrative Staff;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby ratify and confirm the personnel actions as listed in Exhibit **P** attached hereto.

SUMMARY OF PERSONNEL ACTIONS
Professional Administrative and Faculty Employees
4/16/18 through 7/15/18

Appointments – 14

New Positions – 4 *(Notated with an asterisk *)*

- Professional Administrative Staff – 4

Replacement Positions – 10

- Professional Administrative Staff – 4
- Professional Administrative Excluded – 2
- Professional Administrative Externally Funded – 4

Separations – 30

- Professional Administrative Staff – 5
- Professional Administrative Excluded – 5
- Professional Administrative Externally Funded – 10
- Faculty – 10

Reclassifications/Position Audits – 10

- Professional Administrative Staff – 5
- Professional Administrative Excluded – 5

Promotions – 10

- Professional Administrative Staff – 1
- Professional Administrative Excluded – 2
- Faculty – 7

Transfers – 1

- Professional Administrative Staff – 1

Salary Adjustments – 12

- Professional Administrative Staff – 4
- Professional Administrative Excluded – 2
- Professional Administrative Externally Funded – 1
- Faculty – 5

**YOUNGSTOWN STATE UNIVERSITY
PROFESSIONAL ADMINISTRATIVE AND FACULTY
PERSONNEL ACTIONS 4/16/18 THROUGH 7/15/18
APPOINTMENTS**

EMPLOYEE NAME	EMPLOYEE TYPE	POSITION TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATES	FTE	SALARY
Adams, Raelene*	APAS	Tech Support Engineer 1	IT Customer Services	6/18/2018	1.00	\$ 62,500.00
Casciano, Dina	APAS	Senior Financial Analyst	Controller's Office	5/16/2018	1.00	\$ 49,000.00
Davis, Nicole	APAS	Coordinator Grant Funds	Controller's Office	5/16/2018	1.00	\$ 47,000.00
Defibaugh, Brittany	APAS	Coordinator Alumni Engagement	Alumni Engagement	6/16/2018	1.00	\$ 38,265.00
Lorenzi, Danielle*	APAS	Coordinator Admissions Recruit	Dean - CCAC	5/1/2018	1.00	\$ 51,000.00
Solomon, Anastasia*	APAS	Asst Director Diversity Programs	Student Activities	7/9/2018	1.00	\$ 42,000.00
Tran, Quan	APAS	Coord STEM Professional Svcs	Dean - STEM	7/2/2018	1.00	\$ 41,500.00
Wells, Tasha *	APAS	Systems Engineer 1	IT Infrastructure Services	7/9/2018	1.00	\$ 63,902.00
Gustetic, Adam	Excluded	Director Procurement Svcs	Procurement Services	5/16/2018	1.00	\$ 82,500.00
Luce, Stacey	Excluded	Manager Employee Benefits	Human Resources	7/9/2018	1.00	\$ 60,000.00
Caputo, Matthew	Externally Funded	Add Manuf Research Scientist	Mech Ind & Manufacturing Engineering	6/16/2018	1.00	\$ 72,000.00
Ciotola, Richard	Externally Funded	Project Manager	Geological & Environmental Science	4/1/2018	0.12	\$ 8,358.00
Miller, Mallore	Externally Funded	Instruction Specialist	Rich Center for Autism	4/16/2018	1.00	\$ 21,175.00
Gill, Ryan	Externally Funded	Temporary Site Coordinator	Ctr for Human Services Dev	5/1/2018	0.74	\$ 31,820.00
*New Positions						

YOUNGSTOWN STATE UNIVERSITY
PROFESSIONAL ADMINISTRATIVE AND FACULTY
PERSONNEL ACTIONS 10/16/17 THROUGH 1/15/18
SEPARATIONS

EMPLOYEE NAME	EMPLOYEE TYPE	POSITION TITLE	DEPARTMENT	DATE OF SEPARATION	FTE	SALARY
Aravamudhan, Suhanya	APAS	Coordinator Training and Development	Human Resources	7/6/2018	1.00	\$ 48,500.00
Hixenbaugh, Cynthia	APAS	Assistant Editor	Marketing & Communications	5/31/2018	1.00	\$ 43,519.00
Kettering, Charles	APAS	Theater Production Manager	Theater and Dance	5/15/2018	1.00	\$ 39,215.00
Munroe, Mary	APAS	Coordinator Graduate Admissions	Dean-College of Graduate Studies	5/31/2018	1.00	\$ 47,083.00
Politsky, Lucas	APAS	Housing Coordinator	Housing & Residence Life	5/12/2018	1.00	\$ 32,000.00
Abraham, Martin	Excluded	Provost VP Academic Affairs	Provost VP - Academic Affairs	5/11/2018	1.00	\$ 225,500.00
Blake, William	Excluded	Director Student Inclusion Enrichment	College Access and Transition	5/31/2018	1.00	\$ 60,953.36
Brothers, Leslie	Excluded	Director	McDonough Museum	5/4/2018	1.00	\$ 70,058.90
Imler, Sylvia	Excluded	AVP Multicultural Affairs	Multicultural Affairs	6/30/2018	1.00	\$ 115,500.00
Reynolds, Kevin	Excluded	Chief Human Resources Officer	Human Resources	4/30/2018	0.25	\$ 29,673.13
Bozick, Mona	Externally Funded	Coordinator Events Management	English	6/19/2018	0.75	\$ 29,805.00
Clayton, Colleen	Externally Funded	Coordinator	English	7/4/2018	0.75	\$ 28,650.00
Fitch, Jean	Externally Funded	Site Coordinator	Ctr for Human Services Dev	6/30/2018	0.74	\$ 31,825.00
Gill, Ryan	Externally Funded	Temporary Site Coordinator	Ctr for Human Services Dev	6/30/2018	0.74	\$ 31,820.00
Johnson, Julianna	Externally Funded	Instruction Specialist	Rich Center for Autism	6/30/2018	1.00	\$ 21,175.00
Jones, Tia	Externally Funded	Instruction Specialist	Rich Center for Autism	5/11/2018	1.00	\$ 21,675.00
Klingensmith, Amy	Externally Funded	Site Coordinator	Ctr for Human Services Dev	5/1/2018	0.74	\$ 31,825.00
Perry, Tricia	Externally Funded	Funding Officer	WYSU - FM	7/9/2018	1.00	\$ 44,870.00
Van Fossan, Amanda	Externally Funded	Instruction Specialist	Rich Center for Autism	6/30/2018	1.00	\$ 21,675.00
Wargacki, James	Externally Funded	Manager Add Manufacturing Lab	Mech Ind & Manufacturing Engineerin	6/30/2018	1.00	\$ 55,500.00
Barrick, Andrea	Faculty	Assistant Professor	Social Work	5/11/2018	1.00	\$ 54,038.00
Blackann, Joshua	Faculty	Assistant Professor	School of Technology	5/15/2018	1.00	\$ 61,000.00
Cobb, Christine	Faculty	Professor	Theater and Dance	5/15/2018	1.00	\$ 81,108.36
Daniels, Cynthia	Faculty	Clinical Instructor	Nursing	5/15/2018	1.00	\$ 52,025.10
Doty, Sean-Michael	Faculty	Lecturer	Kinesiology and Sport Science	5/15/2018	1.00	\$ 45,000.00
Hill, Christopher	Faculty	Assistant Professor	Theater and Dance	5/15/2018	1.00	\$ 54,038.00

**YOUNGSTOWN STATE UNIVERSITY
PROFESSIONAL ADMINISTRATIVE AND FACULTY
PERSONNEL ACTIONS 4/16/18 THROUGH 7/15/18
SEPARATIONS**

EMPLOYEE NAME	EMPLOYEE TYPE	POSITION TITLE	DEPARTMENT	DATE OF SEPARATON	FTE	SALARY
Kwon, Yongung	Faculty	Assistant Professor	Kinesiology and Sport Science	5/15/2018	1.00	\$ 61,200.00
Sharif, Bonita	Faculty	Associate Professor	Computer Science & Info Systems	7/10/2018	1.00	\$ 86,118.60
Simonini, Carla	Faculty	Associate Professor	Foreign Languages & Literatures	5/15/2018	1.00	\$ 67,015.00
Villano, Michael	Faculty	Lecturer	Accounting & Finance	5/15/2018	1.00	\$ 20,745.00

**YOUNGSTOWN STATE UNIVERSITY
PROFESSIONAL ADMINISTRATIVE AND FACULTY
PERSONNEL ACTIONS 4/16/18 THROUGH 7/15/18
RECLASSIFICATIONS/POSITION ADJUSTMENTS**

EMPLOYEE NAME	EMPLOYEE TYPE	NEW POSITION TITLE/ OLD POSITION TITLE	NEW DEPARTMENT/ OLD DEPARTMENT	CONTRACT/ APPOINTMENT DATES	FTE	NEW SALARY	PREVIOUS SALARY
Barker, Summer	APAS	University Architect/ Staff Architect	Facilities Maintenance	6/16/2018	0.80	\$ 50,400.00	\$ 48,000.00
Geltz, Rebecca	APAS	Senior Institutional Research Analyst/ Senior Institutional Research Analyst, Reporting & Analysis	Institutional Research & Analytics	6/1/2018	1.00	\$ 73,008.54	\$ 76,658.97
Taraszewski, Stephen	APAS	Senior Institutional Research Analyst, Analytics & Data Governance	Institutional Research & Analytics	6/1/2018	1.00	\$ 73,042.20	\$ 66,402.00
Torres, Sandra	APAS	Asst Dir Compliance Programs/ Banner Financial Aid Data Specialist	Financial Aid and Scholarships	6/16/2018	1.00	\$ 48,000.00	\$ 43,648.24
Wells, Nicole	APAS	Senior Academic Advisor 1/ Academic Advisor 2	Dean - Health & Human Services	11/16/2017	1.00	\$ 44,632.51	\$ 42,507.15
Beers, Kelly	Excluded	Director Title IX/ Assoc. Director Student Conduct	Student Experience	5/16/2018	1.00	\$ 61,732.00	\$ 55,500.00
Gavaliar, Jennifer	Excluded	Manager Class Comp Compliance/ Classification & EEO Officer	Human Resources	7/1/2018	1.00	\$ 66,550.00	\$ 60,500.00
LeViseur, Jacquelyn	Excluded	Director/ Director University Events	Alumni & Events Operations/ University Events	5/1/2018	1.00	\$ 74,428.00	\$ 66,028.26
McKenney, Melissa	Excluded	Assoc. Dir. Financial Aid Programs/ Manager Financial Aid Programs	Financial Aid and Scholarships	7/1/2018	1.00	\$ 57,360.00	\$ 48,500.00
Spencer, William	Excluded	Assoc Director Planning Construct/ Staff Architect	Facilities Maintenance	6/16/2018	1.00	\$ 71,800.00	\$ 65,328.00

YOUNGSTOWN STATE UNIVERSITY
PROFESSIONAL ADMINISTRATIVE AND FACULTY
PERSONNEL ACTIONS 4/16/18 THROUGH 7/15/18
PROMOTIONS

EMPLOYEE NAME	EMPLOYEE TYPE	NEW POSITION TITLE/ OLD POSITION TITLE	NEW DEPARTMENT/ OLD DEPARTMENT	CONTRACT APPT. DATES	FTE	NEW SALARY	PREVIOUS SALARY
Stipanovich, Carrie	APAS	Academic Advisor 1/ Sr. Student One Stop Counselor	Dean - CLASS/ Registration & Records	4/16/2018	1.00	\$ 37,189.00	\$ 36,593.00
Boggs, Allan	Excluded	Interim Chief Human Resources Officer/ Director of Labor Relations	Human Resources	5/1/2018	1.00	\$ 112,000.00	\$ 89,500.00
Mosca, Joseph	Excluded	Interim Provost & VP Acad. Affairs/Dean - Health & Human Services	Provost VP - Academic Affairs/ Health & Human Services	6/16/2018	1.00	\$ 213,500.00	\$ 165,500.00
Davis, Dana	Faculty	Associate Professor and Chair/ Associate Professor	Social Work	7/1/2018	1.00	\$ 84,697.00	\$ 54,038.00
Hazy, John	Faculty	Professor and Chair/ Professor	Criminal Justice & Forensic Sciences	7/1/2018	1.00	\$ 99,188.51	\$ 79,518.55
Jackson Leftwich, Cryshanna	Faculty	Associate Professor and Acting Chair/ Associate Professor	Politics and International Relations	7/1/2018	1.00	\$ 88,096.32	\$ 67,477.39
Marie, Hazel	Faculty	Professor and Chair/ Associate Professor	Mech Ind & Manufacturing Engineering	7/1/2018	1.00	\$ 108,352.98	\$ 100,873.20
Michaliszyn, Sara	Faculty	Associate Professor and Chair/ Associate Professor	Kinesiology and Sport Science	7/1/2018	1.00	\$ 85,357.50	\$ 62,220.00
Mincher, Jeanine	Faculty	Associate Professor and Chair/ Associate Professor	Human Ecology	7/1/2018	1.00	\$ 86,846.01	\$ 67,477.08
Price, Douglas	Faculty	Associate Professor and Acting Chair/ Associate Professor	Civil Environmental & Chemical Engr	7/1/2018	1.00	\$ 110,933.74	\$ 91,009.50

**YOUNGSTOWN STATE UNIVERSITY
PROFESSIONAL ADMINISTRATIVE AND FACULTY
PERSONNEL ACTIONS 4/16/18 THROUGH 7/15/18
TRANSFERS**

EMPLOYEE NAME	EMPLOYEE TYPE	NEW POSITION TITLE/ OLD POSITION TITLE	NEW DEPARTMENT/ OLD DEPARTMENT	CONTRACT/ APPOINTMENT DATES	FTE	NEW SALARY	PREVIOUS SALARY
Wade, Megan	APAS	Coordinator SCO/ Assistant Director Federal Programs	Veterans Affairs/ Financial Aid & Scholarships	6/16/2018	1.00	\$ 49,969.00	\$ 50,000.00

**YOUNGSTOWN STATE UNIVERSITY
PROFESSIONAL ADMINISTRATIVE AND FACULTY
PERSONNEL ACTIONS 4/16/18 THROUGH 7/15/18
SALARY ADJUSTMENTS**

EMPLOYEE NAME	EMPLOYEE TYPE	POSITION TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATES	NEW FTE	NEW SALARY	OLD FTE	PREVIOUS SALARY
Davis, Nicole	APAS	Coordinator Grant Funds	Controller's Office	7/1/2018	1.00	\$ 47,500.00	1.00	\$ 47,000.00
Getz, Justin	APAS	Operations Manager	Kilcawley Center	7/1/2018	1.00	\$ 38,215.00	1.00	\$ 37,715.00
Schaper, Michele	APAS	Coordinator Systems Support	Provost VP - Academic Affairs	7/1/2017	1.00	\$ 59,500.00	1.00	\$ 59,000.00
Urmson Jeffries, Angie	APAS	Senior Coordinator	Dean - Graduate Studies	4/16/2018	1.00	\$ 39,651.00	0.75	\$ 29,738.00
Cupp, Olivia	Excluded	Associate Director Housing	Housing & Residence Life	5/16/2018	1.00	\$ 53,785.00	1.00	\$ 48,895.00
Howard, Eddie	Excluded	Vice President Student Affairs	Student Experience	6/1/2018	1.00	\$ 132,000.00	1.00	\$ 128,500.00
Smith, Julie	Externally Funded	Entrepreneurship Coordinator	Center for Human Services Development	7/1/2018	1.00	\$ 60,500.00	0.50	\$ 30,250.00
Crawford, Amy	Faculty	Associate Professor	Communication	7/1/2018	1.00	\$ 78,474.00	1.00	\$ 86,843.00
Islam, AKM	Faculty	Professor	Civil Environmental & Chemical Engineering	7/1/2018	1.00	\$ 90,535.00	1.00	\$ 106,009.00
Rowlands, Zara	Faculty	Associate Professor	Human Ecology	7/1/2018	1.00	\$ 78,474.00	1.00	\$ 88,670.00
Sracic, Paul	Faculty	Professor and Chair	Politics and International Relations	7/1/2018	1.00	\$ 94,960.19	1.00	\$ 103,369.14
Wagner, Patricia	Faculty	Associate Professor	Criminal Justice & Forensic Sciences	7/1/2018	1.00	\$ 70,189.00	1.00	\$ 86,159.00

DIVIDER

INFORMATION

STATE OF OHIO
Executive Department

OFFICE OF THE GOVERNOR

Columbus

I, John R. Kasich, Governor of the State of Ohio, do hereby appoint, Rocco Lawrence Core, from Mineral Ridge, Trumbull County, Ohio, as a Member of the Youngstown State University Board of Trustees for a term beginning August 2, 2018 and ending at the close of business April 30, 2020, replacing Allan K. Metz, whose term expired.



IN WITNESS WHEREOF, I
have hereunto subscribed my name
and caused the Great Seal of the State
of Ohio to be affixed, at Columbus, this
2nd day of August in the year of our
Lord, Two Thousand and Eighteen.

A handwritten signature in blue ink, appearing to read "John R. Kasich", is written over a horizontal line.

John R. Kasich
Governor

OATH OF OFFICE

I, Rocco Lawrence Core, promise and swear to support the Constitution of the United States and the Constitution of the State of Ohio, and to faithfully discharge the duties of the office, as a Member of the Youngstown State University Board of Trustees to which I have been appointed by Governor John R. Kasich for the term designated. This I shall do as I shall answer unto God.

Rocco L. Core

STATE OF OHIO

COUNTY OF Mahoning

Personally sworn to before me, a Notary Public in and for said County, and subscribed to my presence this 3 day of August, 2018.



JOHN CLARK
Notary Public, State of Ohio
My Comm. Expires 03/30/2022
Recorded in Mahoning County

John Clark
Notary Public