



# YSU/ACE COLLECTIVE BARGAINING AGREEMENT

2020-2023



## EXPECTATIONS

- This PowerPoint is merely an overview of significant changes made to the YSU/ACE collective bargaining agreement.
- Managers of ACE employees must read and become familiar with the YSU/ACE collective bargaining agreement.
- The link to the redline which shows all changes from the prior agreement follows: [YSU/ACE Bargaining Agreement 2020-2023](#)



## EXPECTATIONS (CONT.)

- Questions on the PowerPoint should be directed to Human Resources at [hr@ysu.edu](mailto:hr@ysu.edu).
- Frequently Asked Questions will be posted on the Labor Relations Webpage and will be updated periodically.
- If you have an urgent question about the YSU/ACE collective bargaining agreement, please contact Kevin M. Kralj at [kmkralj01@ysu.edu](mailto:kmkralj01@ysu.edu); 330-941-2160 or Jenn Drennen at [jldrennen@ysu.edu](mailto:jldrennen@ysu.edu); 330-941-3148.



## PARENTHETICALS ()

- Parentheticals refer to applicable sections of the YSU/ACE collective bargaining agreement.



# FURLOUGHS

- As Managers and Employees have been informed, there were/are:
  - 7 fixed furlough days between 7/6/20 and 10/12/20 and
  - 7 floating furlough days for use prior to 12/31/20
  - The total amount of furlough days available for use is 14 days (3.1)
- Any questions about furlough days should be directed to Jenn Drennen at [jldrennen@ysu.edu](mailto:jldrennen@ysu.edu); 330-941-3148



## ARTICLE 3 WAGES

- May 2020 Memorandum of Understanding ACE COVID-19 Cost Reductions (MOU) hourly rate reductions continue through December 5, 2020 (3.1)
- Effective December 6, 2020, wages restored to pre-MOU hourly rates (3.1)



## ARTICLE 3 WAGES (CONT. I)

- The moratorium on position audits included in the MOU remains in effect through June 30, 2021 (3.1)
- Effective with pay period that includes August 16, 2021, wages increased by 1.25% (3.1)



## ARTICLE 3 WAGES (CONT. 2)

- Effective with pay period that includes August 16, 2022, wages increased by 1% and hourly rates increased by 23 cents (3.1)
- Distinguished Classified Civil Service Awards: Added language to provide that an employee cannot be nominated for an award by members of their immediate family (3.6)





## ARTICLE 3 WAGES (CONT. 3)

- Immediate Family is defined as: Spouse, children, daughters-in-law, sons-in-law, grandchildren, parents, parents-in-law, grandparents, brothers, sisters, brothers-in-law, sisters-in-law, or legal guardian (15.1 (D))



## ARTICLE 4 MANAGEMENT RIGHTS

- Article 4 which was previously titled Retained Rights is now titled Management Rights



## ARTICLE 5 UNION RIGHTS

- Provides that the labor agreement will be posted on the YSU website and will no longer be printed (5.5)



## ARTICLE 5 UNION RIGHTS (CONT.)

- Clarified that starting in March of a negotiating year and concluding when negotiations commence, each member of the negotiating team shall be granted up to two hours of release time each week for negotiations prep (5.9)
- Clarified that once negotiations begin and through the conclusion of negotiations, each member of the negotiating team shall be granted up to four hours of release time each week for negotiations prep (5.9)



## ARTICLE 7 EMPLOYEE DISCIPLINE

- Provided that certain separations are excluded from the discipline process (e.g., inability to perform the essential duties of a position (7.1)
- Added “unsatisfactory performance” and “violation of University policy or work rule” as grounds for discipline (7.1)
- Moved the end of the former 7.1 to 7.5 for better flow.



## ARTICLE 9 GRIEVANCE PROCEDURE

- Added the following to the exclusions from matters that can be arbitrated: matters under the purview of EEO and/or state and federal agencies (9.8 G)



## ARTICLE 10 WORK SCHEDULES

- Clarified Shift Change Language: The University may schedule bargaining unit members to work another shift when the University determines the action is necessary. In making these changes, departmental seniority will govern (10.5)

# ARTICLE 13 EVALUATIONS



- Updated language to reflect the current electronic performance evaluation process





## ARTICLE 14 VACANCIES, TRANSFERS, AND PROMOTIONS

- Major Overhaul of Article 14; updated language to reflect current HR practices for vacancies, transfers, searches and promotions. Please thoroughly review Article 14 for changes.



## ARTICLE 15 LEAVES

- Expanded the Definition of “Immediate Family” to include daughters-in-law, sons-in-law, grandchildren, parents-in-law, grandparents, brothers, sisters, brothers-in-law, sisters-in-law (15.1 D)
- Emergency Sick Leave Reserve Committee: Changed the composition of the committee to include Chief Human Resources Officer (15.19 C)



## ARTICLE 15 LEAVES (CONT.)

- Bereavement Leave Requirements modified to apply to four (4) consecutive scheduled work days and in order to attend to any immediate post-death matter and/or to prepare for or attend a funeral (15.20)

## ARTICLE 16 LAYOFF AND RECALL



- Layoff Notices Can Now Be Emailed (16.3)
- Recall Rights capped at two (2) years (16.8)

# ARTICLE 20 CLASSIFICATIONS AND POSITION AUDITS



- For Better Flow, Moved Working Out of Classification from Article 14 to Article 20 (20.8)



## ARTICLE 21 RETIREMENT/RESIGNATION

- Renamed Article “Retirement/Resignation”
- Added Clarifying Language regarding sick leave conversion for an Employee who retires with an Alternative Retirement Plan (21.6)
- Added Resignation Language (21.7)



## ARTICLE 22 INSURANCE BENEFITS

- For 2020-2022, the health care insurance plan and employee contributions remain unchanged (90/10 Plan with 15% Employee Premium Contribution)
- For 2022-2023, the health care insurance plan will be an 85/15 Plan with 18% Employee Premium Contribution
- See Appendix G

## ARTICLE 23 UNION FINANCIAL SECURITY



- Revised to reflect current state of law concerning fair share fees: Bargaining unit members are no longer required to pay fair share fees.





## ARTICLE 27 MISCELLANEOUS

- Added language to provide for Staff Development Opportunities (capped at \$300/employee) upon Supervisor and Signature Authority Approval (27.6)



## ARTICLE 29 SENIORITY

- Clarified the meaning of Seniority by Classification: This is a bargaining unit member's total service in a specific classification within a specific College or Non-Academic Division. Does not apply to Layoff and Recall (29.1 B)



## ARTICLE 31 STUDENT EMPLOYEES

- Reorganized Article for better flow (moved the second sentence of former 31.1 to 31.2 and deleted irrelevant language (former first sentence of 31.2))
- Additionally, provided that the University shall not use employees to replace bargaining unit members.
- Finally, deleted provision for review committee to investigate allegations of abuse of student employees.



## EXHIBIT I

- Revised position titles and confirmed that position titles in Exhibit I match position titles in Appendix A
- Added language to Notes section to provide that externally funded positions are not part of the bargaining unit.

## APPENDIX A CLASSIFICATIONS INCLUDED IN THE BARGAINING UNIT



- Revised the description of the positions included in the bargaining unit.
- An amendment will be filed with the State Employment Relations Board



## APPENDIX B

- Revised the description of the positions excluded from the bargaining unit.
- An amendment will be filed with the State Employment Relations Board

# APPENDIX D EVALUATION FORM



- Revised Evaluation Form

## APPENDIX E CLASSIFIED SEARCH COMMITTEE ASSESSMENT FORM



- Replaced current form with updated template





## APPENDIX G INSURANCE BENEFITS

Added an 85/15 plan effective July 1, 2022

- Cost of Primary Care and Specialty Office Visits will change from \$15/\$15 to \$20/\$35
- The total single/family medical out-of-pocket maximum will change from \$1175/\$2225 to \$1350/\$2700
- The insurance coverage for out-of-network services will change from 70% to 60%



## APPENDIX G INSURANCE BENEFITS (CONT.)

The prescription maximum cost for employees will be changed from/to:

- Generic 30-day supply: \$4 to \$5
- Generic 90-day supply: \$10 to \$15
- Preferred 30-day supply: \$30 to \$35
- Preferred 90-day supply: \$60 to \$70
- Non-Preferred 30-day supply: \$70 to \$75

# APPENDIX I STAFF DEVELOPMENT PROCEDURE AND FORM



- Added this form due to new language in Article 27 Miscellaneous concerning Staff Development

# APPENDIX J ACE COVID-19 COST REDUCTIONS



- Added this Appendix as it is referenced in Article 3 Wages



QUESTIONS?  
TRAINING?

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