

**AGREEMENT**

**between**

**YOUNGSTOWN STATE UNIVERSITY**

**and**

**YOUNGSTOWN STATE UNIVERSITY**

**ASSOCIATION OF CLASSIFIED EMPLOYEES**

**Expires August 15, 2014**

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## **ARTICLE 1**

### **AGREEMENT AND RECOGNITION**

**1.1** This is an Agreement by and between Youngstown State University (hereinafter, “the University”) and the Youngstown State University Association of Classified Employees, an affiliate of the Ohio Education Association and the National Education Association (hereinafter, “the Union”). The purpose of this Agreement is to describe the terms and conditions of employment of the members of the bargaining unit defined in Article 2.

**1.2** The University recognizes the Union as the exclusive representative of the bargaining unit defined in Article 2, in accordance with the provisions of Ohio Revised Code 4117.

**1.3** This Agreement constitutes the sole and only Agreement between the parties. The parties acknowledge that each party had an opportunity during the negotiations leading to this Agreement to present for consideration of the other party any issue believed appropriate for negotiations.

**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.

## **ARTICLE 2**

### **SCOPE OF UNIT**

**2.1** The bargaining unit shall include all regular full-time, permanent part-time and intermittent classified civil service employees of the University certified by the Ohio State Employment Relations Board (hereinafter, SERB) on April 10, 1985, in Case Number 84-RC-09-2011; on October 8, 1987, in Case Number 87-REP-7-0030; on September 4, 1992, in Case Number 92-REP-04-0078; on December 15, 1995, in Case Number 95-REP-03-0060; on March 19, 1997, in Case Number 97-REP-02-0026; on April 24, 2004, in Case Number 04-REP-03-0059; on January 13, 2005, in Case Number 04-REP-11-0215 and on June 21, 2007, in Case Number 07-REP-05-0080. Appendix A to this Agreement specifies by position classification the full-service and permanent part-time service positions included in the bargaining unit; Appendix B to this Agreement specifies by position classification and department the classified positions which are currently excluded from the bargaining unit. Section 28.1 (“Intermittent Employees”) specifies the method by which intermittent employees will be included in the bargaining unit. Any new classification(s) added to the bargaining unit, either by mutual agreement or SERB determination, shall be added to Appendix A as though originally included in the bargaining unit.

**2.2** The parties will meet as needed to discuss the bargaining unit status of regular full-time, permanent part-time or intermittent classified civil service employees (as cited in Section 2.1 above) and/or classified or unclassified vacancies that are newly created or involve potential classification changes. This action will take place before either party submits the matter to SERB for a final and binding determination of bargaining unit status. Pending a decision reached by the parties and/or SERB determination the incumbent employee and newly created or vacant classified positions not excluded under Section 2.3 below will be placed into bargaining unit. If a position previously deemed exempt is reclassified and the new position maintains all the duties that qualified it for exemption, the new position will remain exempt.

**2.3** **Exclusions from the Bargaining Unit:** The parties agree that the positions identified in Appendix B shall be excluded positions for the life of this agreement. Decisions related to additional excluded positions

shall be by mutual agreement or shall be resolved by SERB. The exclusions will be defined as outlined in RC 4117.01.

**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.

In that regard, unless indicated otherwise in this agreement, it is the intent of the parties that non-bargaining unit employees be limited to performing work specifically and/or exclusively performed by bargaining unit employees under the following circumstances: in cases of emergency; to provide coverage for absences when a qualified bargaining unit member is not available; when necessary to provide break and/or lunch relief; to instruct or train employees; to demonstrate the proper method of accomplishing the tasks assigned; to assess work practices; to allow the release of employees for union activities or for any other reason mutually agreed upon by the parties. Non-bargaining unit employees may be permitted to assist bargaining unit employees with performing work specifically and exclusively performed by bargaining unit employees.

### **ARTICLE 3 PAY**

#### **3.1 All Bargaining Unit Members:**

- A) Effective with the pay period that includes August 16, 2011, the wages of all bargaining unit members shall be frozen at their current step for the duration of this agreement.
- B) Effective with the pay period that includes August 16, 2011, bargaining unit members will not receive an annual step adjustment for the duration of this agreement.
- C) The following provision shall be deferred for the life of this agreement:

Bargaining unit members previously on the 2005-08 A/B salary schedule who have steps remaining under that contract, as of August 15, 2011, shall receive an additional step adjustment of two steps on the new schedule for each step remaining on the previous schedule. Such step adjustments will be in addition to the regular annual step increase identified in (B) above, and will be administered annually in the year he/she would have received the step adjustment effective under the 2005-08 labor agreement effective with the pay period that includes the anniversary of the labor agreement. Such increases will continue annually until such bargaining unit member either exhausts the steps he/she would have been entitled to under the "old" A/B salary schedule, or such member is promoted or reclassified.

**3.2** Following the application of Section 3.1 above and effective with the pay period that includes August 16, 2011, the University will compensate each newly hired classified bargaining unit member using the entry rate for each pay grade.

**3.3** Following the application of Section 3.1 above and effective with the pay period that includes August 16, 2013, the University will compensate each classified bargaining unit member using the entry rate for each range and the employee's applicable step index multiplier as identified in Exhibit 1, reflective of a two percent (2.0%) increase over FY11. Bargaining unit members will not receive an increase in compensation in years 2011 and 2012 of the Agreement.

**3.4** Although frozen for the duration of this agreement, step adjustments reflected in Exhibit 1 shall be calculated based on a multiplier of 1.5% and shall be unlimited.

- 3.5**
- A) Each member of the bargaining unit who is promoted, or reclassified, to a higher classification within the bargaining unit shall be paid at the entry rate for the higher pay grade, or the employee will receive a five percent (5%) increase to his or her hourly rate of pay, whichever is greater.
  - B) Each member of the bargaining unit who is demoted (voluntarily or involuntarily), 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 remain at the same step in the new pay grade as the employee held in the previous pay grade.
  - C) A current non-bargaining unit University employee who, due to reclassification, becomes a bargaining unit member, shall be placed in the appropriate pay grade for his or her classification.
  - D) For competitive recruiting purposes the Chief Human Resources Officer may determine that a new employee may be hired at a step above the entry step for a particular classification.
  - E) Bargaining unit members identified through classification review, (Article 20), to meet criteria established under the Fair Labor Standards Act to be exempt from overtime shall be notified at least one pay period in advance of such overtime exempt designation.
  - F) All pay adjustments shall take place at the beginning of the pay period within which the qualifying event occurs.

**3.6 Educational Increment:** Those bargaining unit members who received an educational increment during the 2008-11 agreement will continue to receive such increment.

**3.7 Shift Differential:** Each member of the bargaining unit who is regularly scheduled to begin a workday from 3:00 p.m. until 10:59 p.m. will be paid a night shift differential of 25 cents for all hours worked. Each member of the bargaining unit who is regularly scheduled to begin a workday from 11:00 p.m. until 6:59 a.m. will be paid a shift differential of 35 cents per hour for all hours worked. If the University modifies such shifts due to operational needs the differential pay will apply to the new schedule.

**3.8 A) Bilingual Pay Supplement:** When a bargaining unit member is required by the University to speak or write a language other than English, a special pay supplement will be granted to attract or retain bilingual individuals, and to encourage present bargaining unit members to become proficient in other languages. The bilingual pay supplement shall be five percent (5%) of the bargaining unit member's classification salary base for each required foreign language and shall remain in effect as long as the bilingual requirement exists.

**B) Professional Achievement Pay Supplement:** Those bargaining unit members who received a Professional Achievement Pay Supplement during the 2008-11 agreement will continue to receive such increment.

**3.9 Distinguished Classified Civil Service Awards:** Each year, up to eighteen (18) bargaining unit members will be granted a Distinguished Classified Civil Service Award in recognition of outstanding performance of their duties and/or public/community service. The recipients will be selected by a three (3) member Distinguished Service Committee, which will be chaired by the Chief Human Resources Officer of the

University or his/her designee, with one member designated by the President of YSU-ACE or his/her designee, and the third member designated by the first two members.

**Full-time Bargaining Unit Member Eligibility:** Bargaining unit members must have at least three (3) complete years of University service and Bargaining Unit Status by July 1 of the selection year.

**Part-time Bargaining Unit Member Eligibility:** Bargaining unit members must have at least three (3) complete years of University service and Bargaining Unit Status by July 1 of the selection year. Inclusions: All permanent part-time and intermittent bargaining unit members.

Candidates for the Distinguished Classified Civil Service Award may be nominated by a YSU student, a fellow YSU employee, a YSU alumnus/alumnae or by an individual of the community. Such nominations will be made on a form available in the Office of the Chief Human Resources Officer. Written justification for the nomination must be attached to the form. YSU employees may not nominate themselves.

Full-time recipients of the Distinguished Classified Civil Service Award will receive a cash award of \$1,400.00 prior to August 1 of the calendar year in which he or she was selected.

Part-time recipients of the Distinguished Classified Civil Service Award will receive a cash award of \$700.00 prior to August 1 of the calendar year in which he or she was selected.

The President of the University will make an appropriate public announcement of the awards each year. There will be no restriction on the number of times an individual may receive the award. The Cash Award will be in a separate check or direct deposit from all other pay.

**3.10 Holiday Pay:** All full-time and permanent part-time bargaining unit members shall be compensated at their total daily rate of pay for the holidays specified in Article 11. "Total daily rate of pay" is defined as a bargaining unit member's total hourly rate of pay times the number of hours he/she is normally scheduled to work on that day. To be eligible for holiday pay, a bargaining unit member must actually work or be approved to take paid leave, other than sick leave, his/her entire scheduled workday immediately preceding the holiday and his/her entire scheduled workday immediately following the holiday. The only exceptions are when the employee actually works the holiday and when the employee is on approved FMLA leave. When a full-time or part-time bargaining unit member is required to work on a holiday as specified in Section 11.1, the following guidelines shall apply:

- A) A member of the bargaining unit who is required to work on a paid holiday shall be paid one and one-half (1.5) times his/her total hourly rate of pay for each hour worked in addition to his/her total holiday pay.
- B) A bargaining unit member who is scheduled to work on a paid holiday, but requests and is granted vacation, compensatory time off, or personal leave, will receive his/her total holiday pay and will not be charged with the leave. A bargaining unit member who is scheduled to work on a paid holiday, but reports off sick, will be required to request the use of sick leave for the time missed.
- C) The method used to determine which bargaining unit members work a holiday will be determined by classification seniority of the persons scheduled to work each shift that holiday.
- D) The hours worked on a holiday will not be considered overtime and subsequently will not be added to a bargaining unit member's total aggregate hours for purposes of rotation of overtime opportunities.

When a paid holiday falls on a day when a full-time bargaining unit member is not normally scheduled to work, the following guidelines shall apply:

- A) If a bargaining unit member has actually worked forty (40) hours during the week in which the holiday falls, he/she is entitled to one and one-half (1.5) times his/her total daily rate of pay. However, at the bargaining unit member's option, he/she may request these hours be added to his/her accumulated Compensatory Time balance instead of receiving pay.

**3.11 Emergency Closings:** When the University closes due to an emergency, pay for members of the bargaining unit shall be determined as follows:

- A) Bargaining unit members whose work is interrupted by an emergency closing, and who are released from duties for the remainder of their shift, shall receive straight pay as though they had completed their scheduled hours.
- B) Bargaining unit members who are scheduled to work, but who are directed by the University not to report to work due to an emergency closing, shall receive straight pay as though they had completed their scheduled hours.
- C) Bargaining unit members who are working when an emergency closing occurs, and who are directed by the University to continue to work, shall receive straight pay for hours before the effective time of the closing and overtime payment at the rate of one and one-half (1.5) times their normal rate for hours after the announcement of the closing in addition to their straight pay. In such cases, time cards will be marked to indicate regular hours and overtime hours.
- D) Bargaining unit members who are scheduled to work after an emergency closing occurs, and who are directed by the University to report to work, will receive pay at one and one-half (1.5) times their normal rate for all hours worked during the closing. In such cases, time cards will be marked to indicate regular hours and overtime hours.
- E) Bargaining unit members who are not scheduled to work during a period of emergency, but who are directed by the University to report to work, will receive pay at two and one-half (2.5) times their normal rate for all hours worked.
- F) During the period of an emergency closing, the University will not require any bargaining unit member to work who is on vacation or sick leave.
- G) If a bargaining unit member is scheduled to work during an emergency closing, but is unable to reach the campus due to conditions which prompted the closing, then the bargaining unit member will be charged (at the bargaining unit member's discretion) vacation leave, compensatory time, or leave without pay for the period of his/her scheduled shift prior to the official closing.

**3.12 OPERS Salary Reduction Pick-Up:** The University will continue the "Salary Reduction Pick-Up" in accordance with applicable rulings of the Internal Revenue Service and the Ohio Attorney General. This means the University will reduce the bargaining unit member's salary by the amount of the bargaining unit member's contribution to OPERS and will then contribute that amount to OPERS as an "employer contribution" in lieu of the "employee contribution." In the event the "Salary Reduction Pick-Up" is subsequently found to be contrary to law or applicable regulations, the University will cease the "Salary Reduction Pick-Up," will cease the reduction of salary, and will have no residual obligation to members of the bargaining unit concerning the

impact of the cessation of the "Pick-Up" upon any bargaining unit member's income tax liabilities at the state or federal level. The "Salary Reduction Pick-Up" shall apply to all pay received by members of the bargaining unit, and shall be a condition of employment for all members of the bargaining unit, excluding the Distinguished Classified Civil Service Awards.

**3.13 Alternative Retirement Program (ARP):** For full-time bargaining unit members electing to enroll in an ARP, the University will reduce the bargaining unit member's salary by the amount of the bargaining unit member's contribution to the ARP and will then contribute that amount to the ARP on their behalf.

## **ARTICLE 4 RETAINED RIGHTS**

**4.1** The University retains all rights necessary to operate the University, except as those rights may be modified by the provisions of this Agreement. These 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. 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 from among qualified applicants responding to the posting, and to make appointments from the pool of applicants;
- B) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- C) Direct, supervise, evaluate, or hire bargaining unit members;
- D) Maintain and improve the 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 bargaining unit members;
- 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 5 UNION RIGHTS**

**5.1** The Union has the rights specified below in addition to all those applicable rights as provided in Ohio Revised Code 4117.

**5.2** Duly authorized representatives of the Union will have access to the University premises for the purpose of transacting official Union business consistent with the Agreement provided such access or business does not interfere with or disrupt the normal conduct of University business.

**5.3** The Union shall be permitted reasonable use of University rooms for meetings on the same basis as other employee groups.

**5.4** The Union shall be permitted reasonable use of 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. The University shall designate a public area in each building where the Union bulletin board can be displayed.

**5.5** Copies of this Agreement will be expeditiously printed at the University's expense and distributed to all members of the bargaining unit and successful candidates for employment. It will also be posted in electronic format on the University's website for download. The University shall provide the Union with fifty (50) printed copies. The Union may purchase additional copies at cost.

**5.6** To the extent that Media Services and/or the Computer Center can accommodate requests for additional printing services and/or an electronic copy after they have fulfilled their primary function of providing services to academic and administrative departments, the Union may utilize the printing or electronic services offered by either Media Services and/or the Computer Center. The Union will base its choice on cost (i.e., whichever service is less expensive). The Union will pay the University for such services. This privilege shall extend only to materials intended for distribution to members of the bargaining unit and related directly to the Union's role as exclusive representative of the bargaining unit. Abuse of this privilege shall be grounds for termination of the privilege.

**5.7** The Union will continue to be assigned a mailbox at the Materials Management-Mailroom at no cost.

**5.8** **Grievance Officers:** The University shall recognize twelve (12) bargaining unit members designated by the Union and up to five (5) duly elected officers of YSU-ACE as Union Grievance Officers.

- A) Grievance Officers are authorized to investigate possible grievances and represent bargaining unit members in grievance adjustments as specified in Article 9.
- B) The Union shall inform the University in writing of those bargaining unit members designated as Grievance Officers prior to the University's recognition of those persons as Grievance Officers. The Union will also notify the University promptly of changes in the list of Grievance Officers. The Union will also notify the University of those officers of YSU-ACE who have Grievance Officer status pursuant to this Section.

**5.9** Union Grievance Officers recognized in Section 5.8 shall collectively 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) 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 Grievance Chair 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 bi-weekly account of the grievance hours will be kept by the Grievance Chair. This information will be available to the University upon written request. Grievance Officers will be responsible for recording any grievance time used in the designated space on their bi-weekly time sheets.

**5.10** During the process of negotiating a successor Agreement, in any week when a collective bargaining session is scheduled, each member of the Union negotiating team, not to exceed six (6) plus the Union President, shall be granted up to four (4) hours per week release time to prepare for negotiations.

**5.11** 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. 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 department. The Union President will refrain from conducting union business during work time except as otherwise specified in the Agreement.

**5.12** The Executive Committee Members shall, at the request of the Union, be granted a paid leave of absence for one-half (1/2) hour abutted to their unpaid lunch each month to attend their executive committee meeting. If an emergency meeting is needed, Human Resources will be contacted immediately for members to be released. The schedule for the entire calendar year for such meetings will be forwarded to Human Resources every year by January 1 of that calendar year or as soon as the schedule is available for dissemination.

**5.13** 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.

**5.14** Within five (5) working days of the appointment of an employee new to the bargaining unit or of a personnel action which results in a change in an employee's bargaining unit status or a change in the bargaining unit member's department or classification, the University will forward a copy of the following information to the Union President: name; home address; listed home phone number; classification; area assigned; date; effective date of employment; and the origin of the vacancy. When applicable, the University will also relate to the Union who the employee is replacing, the identification of all new positions, and any changes in the status of a bargaining unit member.

## **ARTICLE 6**

### **UNIVERSITY/UNION RELATIONS AND RESPONSIBILITIES**

**6.1** The parties agree that it is desirable that they develop and maintain a working relationship of mutual respect and continuous improvement. The parties agree further that each party shall be totally free of interference from the other in the selection of individuals designated to fulfill the various responsibilities of each party described in this Agreement. Finally, the parties affirm their mutual commitment to the principle that each party to the Agreement shall provide whatever financial or human resources are necessary to fulfill its obligations under this Agreement. The Union agrees that there shall be no Union activity during paid working hours, except as explicitly provided for by this Agreement. The University agrees that it shall take appropriate steps to see that all bargaining unit members shall have the opportunity to enjoy the provisions of this Agreement, regardless of their scheduled working hours, subject to specific provisions elsewhere in this Agreement.

**6.2** Representatives of the University's Human Resources and Labor Relations Department and the Union shall meet regularly at mutually convenient times during regular working hours to discuss matters of mutual concern. Either party may request that a specific topic be discussed, providing the request is made in writing a minimum of five (5) working days prior to the scheduled meeting. Unless otherwise required by law or unless otherwise agreed to elsewhere in this agreement there shall be no obligation on the part of the University or the Union to renegotiate or reopen any provisions of this Agreement during any meeting with representatives of the other party. The provisions of Section 6.2 shall not apply to negotiations for a successor Agreement.

**6.3** The University shall make available to the Union copies of written policies, regulations, work rules and directives as are promulgated in accordance with this Agreement within the University and its separate departments and work units; however, it is clearly understood by the parties that many situations are not at this time and never will be described in such written work rules. Furthermore, the University shall not implement/promulgate any of the above in conflict with this Agreement.

**6.4** A paid leave of up to nineteen (19) aggregate days will be granted to Union representatives to attend assemblies, conventions or seminars of the OEA and NEA off campus each year. Absent unusual circumstances, a minimum of thirty (30) days written notice will be provided to the University prior to taking such leave. Only one bargaining unit member from any one work area will be granted leave at any one time. However, leave for more than one bargaining unit member from any one work area at any one time may be granted at the discretion of the department head.

**6.5** Use of vacation time or leave without pay of up to five (5) days each shall be granted to no more than six (6) bargaining unit members of the Union to attend Leadership Academies off-campus each academic year. Absent unusual circumstances, 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.

**6.6** 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, not to exceed thirty (30) days unless mutually agreeable, to assemble the information, and the party from whom the information is sought may determine the form in which such information is submitted. The Union shall receive a copy of the annual budget, agendas and minutes of meetings of the Board of Trustees, quarterly report of the membership of the bargaining unit, quarterly and year-end financial reports, copies of all reports filed with the State Employment Relations Board at the time of filing, communications distributed generally to classified bargaining unit members of the University, the YSU Factbook and YSU Guidebook. The Union shall provide the University with copies of all reports filed with the State Employment Relations Board at the time of filing.

**6.7 Labor Management Committee:** There shall be a committee 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.

**6.8 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) Discuss 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.

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

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

## **ARTICLE 7 EMPLOYEE DISCIPLINE**

**7.1** Following an expeditious investigation, a member of the bargaining unit may be disciplined, demoted, suspended or removed for just cause, which shall include incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other act of misfeasance, malfeasance, or nonfeasance in office or any other reason set forth in R.C. 124.34. 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) should lead to progressive responses of reprimand, suspension, removal. It is expected that most cases will be disposed of by an informal verbal warning without formal disciplinary action; such verbal warning shall not be recorded in the bargaining unit member's official personnel file. However, the seriousness of certain offenses justifies severe initial disciplinary action, including removal. Reprimands shall be reduced to writing, with copies provided to the bargaining unit member, the Union and to the employee's official personnel file. A bargaining unit member will be notified that disciplinary action materials are being inserted into his/her official personnel file, and that copies of said materials will be forwarded to the YSU-ACE President, unless the bargaining unit member forwards a written request to the contrary. Such request must be received in the Human Resources Office no later than ten (10) working days from the date the materials were inserted in the official personnel file.

### **7.3 Eligibility to Grieve:**

- A) A non-probationary bargaining unit member who is suspended or removed may grieve the discipline pursuant to Article 9.
- B) A probationary bargaining unit member who is suspended or removed may file a grievance, but the grievance may not be appealed beyond Step 3; this means grievances of this nature may not be submitted to arbitration.

**7.4** All aggrieved disciplinary action(s) shall be immediately moved to the Step 3 grievance hearing as identified in Section 9.7. Such discipline shall not be included in the employee's official personnel file pending the final outcome of said hearing.

**7.5** In situations involving any suspension or removal, the Chief Human Resources Officer or his/her designee shall meet with the bargaining unit member to discuss the reasons for such suspension or removal prior to issuing the order of suspension or removal. The bargaining unit member shall have the choice of whether he/she wishes such a meeting, and shall further have the choice of deciding whether or not he/she wishes to have a Union representative present. In addition, the Chief Human Resources Officer, or his/her designee, shall send (by certified mail), to a suspended or removed bargaining unit member's address of record, written notification stating the reason(s) for the suspension or the removal. The parties agree that orders of suspension or removal shall be treated as confidential personnel matters between the University and the bargaining unit member, unless the bargaining unit member wishes to consult the Union in the matter, or does not make a request in accordance with Section 7.2. In the event the employee does not wish to consult with the

Union and requests that copies of the disciplinary action not be forwarded to the Union President, a record of incident will be provided to the Union President. Such record will not identify the employee, but it will contain the date of the alleged infraction, an explanation of the alleged misconduct and the discipline imposed. If the suspension or removal is subsequently grieved, the Step 3 hearing must be held, in accordance with Section 9.7.

**7.6** The parties agree that physical violence, discriminatory harassment, and threats of physical violence are unacceptable in any relationship between employees of the University. Complaints regarding discriminatory harassment may be directed to the Office of Equal Opportunity and Diversity. Complaints regarding violence may be directed to Campus Police. Only unresolved matters may be grieved by the employee under the grievance procedure in Article 9. Disputes concerning alleged discriminatory harassment may be grieved, but the grievance may not be appealed beyond Step 3; this means grievances of this nature may not be submitted to arbitration. However, the employee does reserve the right to file a complaint with the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission.

**7.7** 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 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.

**7.8** 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. 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.

**7.9** Any action taken by the University in accordance with Section 7.8 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.

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

## **ARTICLE 8 PERSONNEL FILES**

**8.1** 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 RC 1347 (Personal Information Systems).

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

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

**8.4** 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 noting his/her objections to the material in question. 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.

**8.5** 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.

**8.6 Materials Related to Disciplinary Action:**

- A) Upon the written request of the bargaining unit member, materials related to disciplinary action (see Article 7: "Employee Discipline") will be removed from the individual's personnel file, providing a minimum of twelve (12) months have passed since the insertion of the material into the file without an intervening occurrence of disciplinary action.
- B) In the twelve (12) months following the removal of disciplinary action(s) from the bargaining unit member's personnel file, any subsequent disciplinary action will remain in the personnel file as follows:
  - 1. The first disciplinary action after an item is removed will remain on file for a period of eighteen (18) months.
  - 2. Any subsequent disciplinary action(s) that occur during the eighteen (18) month period will remain on file for a period of twenty-four (24) months.
- C) Materials related to discipline that are placed in the personnel file under 8.6 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 8.6 A.
- D) Material removed under the provisions of this section will not be used in subsequent disciplinary or termination hearings.

**8.7** 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.

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

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

## **ARTICLE 9 GRIEVANCE PROCEDURE**

**9.1 Definition:** The purpose of this article is to set forth a prompt and equitable method to resolve disputes between the Union and the University during the term of the Agreement. Under this article, a member of the bargaining unit or the Union may file a grievance alleging a violation, misapplication and/or misinterpretation of the terms of the Agreement. Nothing in this article is intended to discourage or prohibit informal discussion and/or resolution 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 C 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 grievance must be filed no later than forty-two (42) days after the grievant knew or should have reasonably known the facts giving rise to the grievance. (All references to "days" are to calendar days.) 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 4 without the approval of the Union Executive Committee. If the University fails to hold a hearing or grant a disposition within the time limit prescribed, the right to proceed to the next step shall be granted automatically and immediately.

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

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

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

representative present at such a hearing and/or adjustment. Any grievance adjusted under Section 9.5, 9.6 or 9.7 which the Union believes is inconsistent with the Agreement is grievable under Article 9 of the Agreement.

**9.5 Step 1:** Within forty-two (42) days after the grievant knew or should have reasonably known the facts giving rise to the grievance, he/she may file a formal grievance as specified in Procedure 9.2. Within fourteen (14) days after receiving the grievance, the appropriate department head will hold a grievance hearing. The University must notify the appropriate Union representative at least three (3) work days prior to the scheduled hearing. Within fourteen (14) days following the hearing, he/she will complete a Grievance Disposition Form, distributing the original to the grievant and providing a copy to the Union. Within fourteen (14) 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.

**9.6 Step 2:** Within fourteen (14) days following receipt of an appeal from a Step 1 disposition, the department head's administrative superior, or his/her designee will either hold a grievance hearing or complete and distribute a Grievance Disposition Form, in the latter case providing the original to the grievant and a copy to the Union. If the administrator holds a grievance hearing, he/she will execute and distribute a Grievance Disposition Form within fourteen (14) days following the hearing. A hearing is required if the grievance is filed initially at Step 2. Within fourteen (14) days following receipt of the administrator's Step 2 disposition, the grievant may appeal the disposition to Step 3 by completing and distributing a Grievance Disposition Reaction Form.

**9.7 Step 3:** Within fourteen (14) days following the receipt of an appeal from Step 2, the Chief Human Resources Officer or his/her designee must hold a grievance hearing or complete and distribute a Grievance Disposition Form, in the latter case providing the original to the grievant and a copy to the Union. If the Chief Human Resources Officer holds a grievance hearing, he/she will complete and distribute a Grievance Disposition Form within fourteen (14) days following the hearing. A hearing is required if the grievance originates at Step 3. Within fourteen (14) days following receipt of the Step 3 disposition, the grievant may appeal the disposition to Step 4 by completing and distributing a Grievance Disposition Reaction Form.

**9.8 Step 4: Arbitration:**

- A) Within thirty-five (35) days following receipt of an appeal to Step 4, the Union will inform the University in writing whether it supports the appeal to arbitration.
- B) Within twenty-one (21) 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.
- C) If the parties are unable to agree upon which of those seven nominees shall serve as arbitrator, then the arbitrator will be chosen by each party alternately striking names, beginning with the moving party, and the name remaining shall be the arbitrator. Prior to commencing striking, each party shall have the option to completely reject one (1) panel of arbitrators provided by the FMCS and request another list. The hearing shall be conducted in accordance with the rules and regulations of the FMCS.
- D) 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 of the grievance.

- E) 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 4 (see Section 9.2 above); the suspension or removal of a probationary bargaining unit member (see Article 7, "Employee Discipline"); alleged acts of discriminatory harassment (see Section 7.6); layoffs and recalls (see Article 16, "Layoff and Recall"); an alleged act of illegal discrimination (see Article 19, "Non-Discrimination"); the reclassification of a position or a refusal to reclassify a position (see Article 20, "Classifications and Position Audits"); any action that is appealable to the State Personnel Board of Review or the State Employment Relations Board and has been appealed to the Board with jurisdiction; and any matter not pertaining to the meaning and intent of this Agreement.
- F) 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.
- G) The arbitrator will be requested to render a decision within twenty-eight (28) days after the arbitration hearing. 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.
- H) Arbitration hearings will be held on the University campus in a room provided at no cost to the Union.
- I) 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.
- J) Bargaining unit members who appear as witnesses at an arbitration during their regular paid hours will be paid for the time spent at the arbitration hearing; however, no more than five (5) bargaining unit members will be present at the arbitration hearing on behalf of and/or at the request of the Union, unless otherwise mutually agreed.

## **ARTICLE 10 WORK SCHEDULES**

**10.1** The week is defined as the one hundred sixty-eight (168) hours beginning at 12:01 a.m. on Sunday and ending at midnight the following Saturday.

**10.2 Normal Scheduling:** Each full-time member of the bargaining unit will be scheduled to work eight (8) consecutive hours a day (subject to the provisions of Section 10.3 below) and forty (40) hours each week. Each permanent part-time member of the bargaining unit will be scheduled to work his/her full-time equivalency (FTE) times eighty (80) hours each biweekly pay period. In situations in which the University has previously determined that another schedule of forty (40) hours weekly is required by operational needs, that schedule will be grandfathered in. If subsequent situations arise necessitating other forty (40) hour weekly schedules, as required by operational needs, the University will meet and confer with the Union prior to the establishment of such schedules. The parties recognize that it is desirable that the days of work for all bargaining unit members be scheduled consecutively, Monday through Friday, to the extent possible. In the case of "part-time" bargaining unit members, listed in Appendix A, the schedule to which they were assigned prior to this Agreement will be their "normal" schedule. Any changes in "part-time" schedules will be subject to the above noted stipulations. With regard to intermittent bargaining unit members the University will continue to have the

right to either schedule on a regular basis or on an as-needed basis. Full Time Equivalency (FTE) shall be based on two-thousand eighty (2080) hours per calendar year for full-time employee(s).

**10.3** Each member of the bargaining unit who is scheduled to work for more than five (5) hours a day is entitled to have a scheduled unpaid lunch period of thirty (30) minutes or one (1) hour approximately in the middle of his/her daily shift, except for those bargaining unit members who work continuous shifts, for example, Central Utility Plant. Bargaining unit members who receive a one (1) hour lunch period and who work in areas which must be staffed continually through the entire work period, may be assigned to "staggered" lunch periods in order to provide continued staffing in the department or work area; in these situations, the department head will consult the bargaining unit members involved prior to establishing lunch schedules.

**10.4** Changes in bargaining unit members' normal work schedule will be posted in writing on a bulletin board in the department or work unit a minimum of ten (10) days prior to the effective date of the change, except when earlier notification is mutually agreeable to the bargaining unit member and the University, and except when changes are necessitated by emergency. The parties agree where workload demands can be addressed without incurring overtime using bargaining unit employees and without violating the ten (10) days notice on change of schedules the University shall do so. The announcement will specify the duration of the schedule change. Only Executive Directors or above are authorized to declare that an emergency exists.

**10.5** When overtime is unavoidable, it will be paid in accordance with Section 12.2. In the event a daily overtime opportunity becomes available after the ten (10) day notice period commences, the affected department shall utilize the procedure found in Section 12.2.

**10.6** The University may reassign bargaining unit members from one job assignment, work area, or shift to another when the University determines such action is necessary. (The provisions of Section 10.6 will not apply to situations covered by Article 14.) In making such reassignments, the departmental seniority by classification of the bargaining unit members involved will govern, and a bargaining unit member may reject a reassignment provided he/she is senior, by classification, to another bargaining unit member in the department who is qualified to perform the necessary work. Nothing herein precludes a bargaining unit member from requesting a reassignment within his/her department. For purposes of this Section 10.6, "job assignment" means the overall duties and responsibilities associated with a bargaining unit member's current position; it does not include specific tasks which may from time-to-time be assigned to the position.

**10.7** Bargaining unit members who are late for work will be docked no more than the time of tardiness. If a bargaining unit member is occasionally tardy for work for a period of fifteen (15) minutes or less, the bargaining unit member may request to make up the work missed on the day of tardiness during his/her break, lunch break, or at the end of his/her shift. Such request will not be unreasonably denied if the make-up is practicable in terms of the operation of the department or work area. It is understood that "occasionally" means no more than twice monthly. It is also understood that abuse of this provision will be grounds for denying all such requests to an individual, and that non-occasional tardiness may be grounds for disciplinary action under the provisions of Article 7 ("Employee Discipline").

**10.8** No bargaining unit member will work continuously for more than sixteen (16) hours.

**10.9** The University recognizes that there are many departments in which regular operations make possible flexible work schedules. The University will permit department heads to develop with bargaining unit members mutually acceptable schedules that vary somewhat from the standard schedules in the department. The parties agree further, however, that the University retains the right to schedule bargaining unit members and to determine the method whereby bargaining unit members' arrival at and departure from work are recorded.

**10.10** Both parties agree that a bargaining unit member's breaks and lunches should be away from his/her work station. Sections 10.11 and 10.12 are only applicable in observance of this article.

**10.1** When a bargaining unit member is on his/her break and is interrupted by his/her supervisor due to an unforeseen occurrence and recalled back to his/her work area/station, the employee will be entitled to complete his/her fifteen (15) minute break.

**10.12** When a bargaining unit member is on his/her unpaid lunch and is interrupted by his/her supervisor due to an unforeseen occurrence and/or recalled back to work area/station, the employee shall be entitled to one and one-half (1.5) times his/her total rate of pay for the entire lunch period.

## **ARTICLE 11 HOLIDAYS**

**11.1** 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   |

**11.2** The Board of Trustees of Youngstown State University may authorize the observance of days other than those specified in Section 11.1, above for those holidays normally observed on the third Monday in February, and the second Monday in October.

**11.3** 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.

**11.4** Election Day shall be observed as a holiday as per the Ohio Revised Code which states:

*5.20 Portion of Election Day a holiday*

*The first Tuesday after the first Monday in November of each year, between the hours of twelve noon, eastern standard time, and five-thirty p.m., eastern standard time, is a legal holiday.*

Bargaining unit members are free to observe Election Day as a holiday as specified above, but may not be paid for hours during which they are absent.

**11.5** 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.

**11.6** The University must give great deference to a bargaining unit member's request(s) for small amounts of vacation, compensatory time or personal leave in order to attend special worship services.

**11.7** 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 12 OVERTIME**

**12.1** Bargaining unit members who are not exempt from the overtime provisions of the Fair Labor Standards Act and who have worked for more than forty (40) hours during a given week, at the direction of the University, shall be paid overtime based on applicable statutory provisions and rules of the Ohio Revised Code, or at the discretion of the bargaining unit member, shall be given compensatory time off at the rate of one-and-one-half hours for each hour worked. Compensatory time off must be taken at a time mutually convenient to the bargaining unit member and the University. Compensatory time not taken by December 31 will be paid off at the bargaining unit member's current rate of pay. A bargaining unit member may not exceed a two hundred forty (240) hour compensatory time balance. If a two hundred forty (240) hour balance exists, the bargaining unit member will automatically be given pay for any overtime worked. Upon termination of employment, an employee shall be paid for unused compensatory time at a rate equal to the final total rate received by the employee. The parties agree that the University retains the authority to determine which bargaining unit members are qualified to perform specific duties. The University agrees that it will not abuse this authority (such as those stated in Section 10.4) in order to deny an overtime opportunity to any bargaining unit member who is properly qualified to perform the work involved and consistent with specifications listed elsewhere.

### **12.2 Regular Overtime:**

- A) Regular overtime occurs when the volume of work in a department or work unit justifies the assignment of a bargaining unit member for more than forty (40) hours in work status during a given week; overtime of this type does not involve emergencies, as defined in Section 12.3.A below; overtime of this type normally involves a bargaining unit member working beyond the regular end of his/her eight (8) hour daily shift. Regular overtime opportunities will be offered to bargaining unit members in the following order: first to full-time, then to permanent part-time and then to intermittents. The bargaining unit member has the right to accept or reject an overtime assignment of this type.
- B) The University shall rotate regular overtime opportunities among qualified full-time bargaining unit members within a department or a work unit who regularly perform the work to be assigned on an overtime basis. The University agrees to post and maintain overtime rosters, copies of which shall be sent to the President of the Union on a quarterly basis. Said rosters shall be posted at least monthly on bulletin boards visibly accessible to bargaining unit members in their departments and will include a list of overtime worked and refused. Overtime shall be offered to the bargaining unit members within the department or unit who, on the roster, have the fewest aggregate hours -- worked, refused and credited (12.2.D) -- among those whose job classifications include the work being assigned.

The first overtime opportunity in the new calendar year shall be offered to the bargaining unit member(s) in order of greatest to least seniority. A bargaining unit member who is offered but refuses overtime assignments shall be credited on the roster with the amount of overtime refused.

- C) Overtime rosters provided for in Section 12.2.B shall lapse on December 31 of each year and be re-established effective January 1 of the following year.

Should it become apparent that the University has erred by failing to offer overtime to the qualified individual with the smallest aggregate of overtime -- worked, refused and credited (Section 12.2.B) -- the University shall have the opportunity to correct the error by granting the bargaining unit member involved the next normal opportunity for overtime within his/her overtime group. The time period for identifying and correcting overtime assignment errors shall be extended until June 30 of the year following the lapsing of an overtime roster. The University may pay for hours missed if it confirms repeated errors involving the same supervisor and/or bargaining unit member.

- D) Any bargaining unit member who is absent on leave without pay, when his/her regular opportunity for overtime occurs, shall be given overtime "absence credit" for purposes of overtime rotation as if he/she had received and accepted the overtime assignment, and this absence credit shall be posted. Absence credit shall not be posted when the bargaining unit member is on paid leave. The status of a bargaining unit member new or transferred to a department shall be to have the highest number of aggregate hours posted.
- E) Where overtime is necessary, the bargaining unit member who normally does that job shall be offered the overtime.

### **12.3 Emergency Overtime:**

- A) Emergency overtime occurs when the University faces an emergency, declared by the President of the University or his/her designee, and it is necessary for bargaining unit members to respond immediately to the situation. Emergency overtime generally, but not always, requires that the bargaining unit member be "called in" to perform duties outside his/her normal eight (8) hour shift. The University will attempt to notify all qualified bargaining unit members to report for emergency overtime prior to notifying any permanent part-time or intermittent bargaining unit members. Situations involving emergency overtime include snow removal; floods; major failures of electrical, water, or mechanical systems; the absence of a bargaining unit member scheduled to work in an area such as the Central Utility Plant, when state law or regulations require the presence of that bargaining unit member or someone of comparable ability; and other situations where in the judgment of the President of the University or his/her designee emergency conditions require the presence of bargaining unit members on campus. A bargaining unit member shall be required to work overtime when notified of the emergency and then assigned under the provisions of Section 12.3.A., failure of bargaining unit member to report for duty when called in to perform emergency overtime, or failure to remain on the job when instructed that the situation involves emergency overtime, shall be unauthorized absence, and shall be subject to the provisions of Article 7 ("Employee Discipline").

Any bargaining unit member who does not wish early notification of assignment to emergency may so notify his/her department head, and shall not be telephoned for call-in purposes until the decision is final that the bargaining unit member is to report for emergency overtime duty. Disciplinary action will not be taken under the provisions of this article for bargaining unit members failing to report in for emergency overtime until the Chief Human Resources Officer or his/her designee has met with the bargaining unit member to determine if he/she had a valid reason for failing to report on duty.

- B) If in the judgment of the President or his/her designee there are general situations which by definition would constitute an emergency as defined by Section 12.3.A (e.g., failure of an electrical system, predicted snowfall in excess of a certain accumulation, etc.), the President or his/her designee shall prepare a written directive specifying the situation(s) so designated and shall provide copies of the directive to the Union and to bargaining unit members in the department(s) or work unit(s) involved. The purpose of this provision is to seek to standardize, where possible, the designation of emergency situations. In any situation which has not been previously designated by a directive, only the President or his/her designee may declare an emergency situation for the purpose of Section 12.3.A of this Agreement.
- C) When a bargaining unit member is called in to work emergency overtime prior to his/her scheduled workday, the bargaining unit member shall have the opportunity to work the regularly scheduled eight (8) hours in addition to the work performed during the additional call-in period. If, conversely, the bargaining unit member wishes to quit work after having worked eight (8) hours from the beginning of the call-in period, and if the University can spare the bargaining unit member for the remainder of the day, the bargaining unit member shall have the right to quit work after having worked eight (8) hours.

**12.4 Call-Back Pay:** An employee who is called to report to work and reports outside his/her regularly-scheduled shift shall be paid a minimum of either: 1) five (5) hours at the employee's total rate of pay or 2) for the actual hours worked at the overtime rate. An employee shall be paid at the greater rate providing such time does not abut the employee's regular shift. Work which is to be performed by the employee off premises shall not be subject to callback pay, however shall be paid at the applicable overtime rate for the time worked. Call-back pay at straight time is excluded from the overtime calculation.

**12.5 Consecutive Overtime:** If a bargaining unit member works more than ten (10) consecutive hours, he/she will be offered a thirty (30) minute paid meal break between the tenth and twelfth hour of work. Bargaining unit members called in two (2) or more hours before their normal starting time shall be offered a fifteen (15) minute paid rest break during their first four (4) hours of work. Food will be made available in one or more locations on campus. If a bargaining unit member's position does not permit him/her to leave his/her work station, and if he/she cannot be relieved for the meal break provided in this section, he/she shall have the opportunity to have food delivered to his/her work station.

## **ARTICLE 13 EVALUATIONS**

**13.1** Bargaining unit members shall have their performance rated or evaluated once during the first half of the probationary period, once during the second half of the probationary period, and at least once every year thereafter within thirty (30) days of the bargaining unit member's anniversary. Failure of Management to comply with this provision shall not have a negative impact on any bargaining unit member. If a bargaining unit member has experienced a change in supervision or has accepted a position that is non-probationary within one (1) month of the evaluation date, the evaluation will be postponed until a supervisor has had at least ninety (90) days to evaluate the employee. The parties may mutually agree to modify the above mentioned timeline. The performance evaluation form to be used in evaluation appears as Appendix D to this Agreement. The current position description will be attached to the form for the benefit of both supervisor and bargaining unit member.

**13.2** An evaluator will complete an evaluation and will meet with the bargaining unit member during working hours (no later than one (1) hour prior to the end of the bargaining unit member's shift) to review and

discuss the evaluation. The purpose of this meeting is to answer questions concerning the evaluation and to clarify it, and to provide such information as is available and relevant to the evaluation. The bargaining unit member shall have an opportunity to review all document(s) utilized in preparing the evaluation. A record of omission shall be included in each bargaining unit member's official personnel file and each evaluator's personnel file and copied to the appropriate reporting channels when the process has not been completed when due.

**13.3** The bargaining unit member shall receive and sign the evaluation form after all comments, remarks and changes have been noted. The bargaining unit member's signature certifies that he/she has reviewed the evaluation, but does 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 of the review. If an employee's evaluation declines twenty-five percent (25%) or more, a mandatory meeting shall be required with the Chief Human Resources Officer or his/her designee.

**13.4** 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 remove the evaluation from the employee's personnel file and will not rely on it for any future personnel action. The University will direct that a new evaluation be completed. 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 "Employee's Comments" section of the form; and/or 3) forward to the Chief Human Resources Officer or his/her designee within thirty (30) days following the insertion of the evaluation into the personnel file, a written statement expressing disagreement with the evaluation. Comments forwarded to the Chief Human Resources Officer under this provision will be appended to the evaluation form in the personnel file.

**13.5** Within three (3) months following the execution of this Agreement the Chief Human Resources Officer and the Union President will each appoint three (3) individuals to serve on a performance evaluation committee. The purpose of this committee will be to review other performance evaluation forms and to recommend a form or forms that a majority of the committee members believe would be an improvement over the performance evaluation form currently in use. If the Chief Human Resources Officer and the Union President agree with the recommendation of the committee, the University and the Union will enter into a memorandum of understanding to replace Appendix D with the recommended form or forms.

## **ARTICLE 14**

### **VACANCIES, TRANSFERS, AND PROMOTIONS**

#### **14.1 Definitions:**

- A) "Vacancy" is any budgeted permanent full-time or permanent part-time position within the bargaining unit that does not have an incumbent and which the University intends to fill under the terms of this Agreement.
- B) "Transfer" is the movement of an employee in the same classification, to a vacancy within the University from one department or work unit to another.
- C) "Promotion" is the movement of an employee to a posted vacancy in a classification with a higher pay range within the University from one department or work unit to another.

**14.2** All vacancies that the University determines to fill, as defined in 14.1(A), will be posted in compliance with Section 14.4 within sixty (60) days from the completed employment requisition(s). The parties may mutually agree in writing to waive and/or modify the posting procedure.

**14.3** The University shall provide bargaining unit members the first opportunity to be promoted and/or laterally transferred in accordance with Section 14.8.

**14.4** The posting described in Section 14.2 will specify whether it is a tested or non-tested position and the period during which interested and qualified bargaining unit members may apply, which period shall be no less than ten (10) working days from the day of posting. All postings will be date-stamped. The posting shall also specify the position's title, the department or work unit where the position is assigned, the initial hourly and yearly base rate of pay, the pay range assigned, the minimum qualifications for the position, the classification specifications, and the date and deadline for applying for the position. The University shall not accept applications submitted after the posted deadline. Copies of all job postings shall be sent to the Union President.

**14.5 Operating Procedures:** Procedures utilized by the University in the filling of vacant positions appear as Appendix F to this Agreement. Alleged violations of the provisions of Appendix F are subject to review through the first three (3) steps of the Grievance Procedure provided for by Article 9 of this Agreement, but disputes based upon the provisions of Appendix F shall not be subject to grievance arbitration as provided for in Section 9.8 of this Agreement. To the extent that modifications of the provisions of Appendix F are required during the term of this Agreement due to modifications mandated by the Ohio Department of Administrative Services or other applicable state agency, such changes shall be made, in accordance with the provisions of Article 26 ("Separability").

**14.6 Application Procedure:**

- A) **Lateral Transfers by Certified Bargaining Unit Members:** Certified employees may apply for a lateral transfer to any vacant tested or non-tested position in the same or lower classification in the same classification series elsewhere in the University by submitting a written statement of interest to the Chief Human Resources Officer or his/her designee during the period the position vacancy is posted.
- B) **Non-tested Positions:** Any individual who meets the posted minimum qualifications may apply for a non-tested position by submitting a written statement of interest to the Chief Human Resources Officer or his/her designee during the period the position vacancy is posted.
- C) **Tested Positions:** Employees on the current eligibility list will be referred pursuant to Appendix F and in accordance with Section 14.8. When appropriate, certified employees on the eligibility list may also apply for a vacant position as a lateral transfer pursuant to Section 14.6(A).

**14.7** All qualified classified employees, who apply laterally for permanent full-time and permanent part-time bargaining unit positions requiring note taking, will be considered. However, those applicants without a current test on file will be required to take a non-electronic note taking screening test (e.g., shorthand, speed writing, stenotype, etc.). Current in this instance is defined to be within the last twenty-four (24) months of the posting date of the position. A bargaining unit member shall not be required to take, and pass, more than one test to qualify for all positions in each classification as listed in OAC 123.

**14.8 Selection:** In filling all permanent full-time or permanent part-time bargaining unit positions, the University will implement the following procedures:

- A) A search committee will be formed by the director over the unit in which the vacancy exists (hiring authority). The search committee will be comprised of one person selected by the hiring authority, one appointed by the Union President, and one appointed by Human Resources. All search committee members should be selected on the basis of their knowledge of the vacant position. All search committee members must be permanent University employees. Absent unusual circumstances, search committee members are to be appointed within one (1) week after the hiring authority, Union President and Chief Human Resources Officer are notified they are to make such appointments.
- B) Human Resources will forward to the search committee a list of all qualified internal bargaining unit applicants for all promotional/transfer opportunities assigned to pay ranges one (1) through seven (7) or pay ranges twenty-three (23) through thirty (30).

Human Resources will forward to the search committee a list of all qualified candidates, both internal and external for positions assigned to pay ranges eight (8) to seventeen (17), or thirty-one (31) or above.

The committee is responsible for screening the applicants and identifying through interviews the three “most qualified” applicants to be referred to the hiring authority. The committee will use the Standard Search Committee Assessment Form (Appendix E) to rank all applicants.

Bargaining unit members serving a promotional probation may submit a bid for a position; however, they may not be serving such probation at the time the position is offered.

- C) Vacancies in classifications assigned to pay ranges one (1) through seven (7) or pay ranges twenty-three (23) through thirty (30), will be posted as “Promotion/Transfer.” If there are at least five (5) qualified internal candidates for the position, the hiring authority will interview, at a minimum, the top three (3) candidates referred by the screening committee prior to requesting an external candidate list. In cases where an internal candidate is interviewed by the hiring authority and not selected for the position, the candidate will be granted a meeting, if requested, with the hiring authority to discuss a course of action in order to be better prepared for future opportunities.

If there are not at least five (5) qualified internal candidates, the list will be opened to include external candidates, however, the final list must include all qualified internal candidates. Internal qualified applicants with two (2) or more consecutive evaluations with an average rating of three (3) or less as noted in Appendix D will be disqualified from bidding on promotional/transfer opportunities. The University and the Union mutually agree that employees will neither be encouraged to apply or not apply for a position solely for the purpose of satisfying numerical requirements for interviews.

The Standard Search Committee Assessment Form must at least include measures for job related experience, education, and the qualifications of the specific job as posted. In the event that applicants are equally qualified, the seniority of the internal applicants will be determinative in making the final selection.

- D) Vacancies in classifications assigned to pay ranges eight (8) to seventeen (17), or thirty-one (31) or above, will be posted as “Open Competitive.” The search committee shall review both internal and external candidates using the same “most qualified” criteria (Appendix E). In the review of qualified bargaining unit members applying for vacant bargaining unit positions, the search

committee will consider the applicant's education, related work experience, performance evaluations, length of University service in a position or positions related to the position for which he/she is applying and test score, where applicable. It is the responsibility of the employee to maintain an updated application, resume (if applicable) and other related materials in their personnel file. Employees with outdated materials in their file may jeopardize their candidacy for a position.

Once the candidate pool is ranked, bargaining unit members employed ten (10) or more years will be awarded a ten percent (10%) adjustment, while those non-probationary employees employed less than ten (10) years will receive a five percent (5%) adjustment. The search committee will then forward, at a minimum, the names of the three (3) top ranked candidates to the hiring authority. In this case the hiring authority must interview all forwarded candidates, but may request additional candidates from the committee in order of ranking.

- E) Upon request, the hiring authority will forward to Human Resources a written rationale in support of the selected candidate and the Assessment Forms completed by the search committee. A candidate who was interviewed and not selected may request from Human Resources developmental recommendations. The hiring authority shall supply such within ten (10) work days of the request.
- F) Upon request, the Chief Human Resources Officer, or designee, will review the selection rationale documents with the Union.
- G) Allegations of procedural impropriety should be immediately reported to Human Resources.

**14.9** In compliance with the University's Affirmative Action policy, job categories and departments will be reviewed. In classifications in which the University can demonstrate under-utilization of protected class members, the University may take remedial action to correct the under-utilization. For Promotional/Transfer Opportunities such steps may include elevating protected class member(s) from off campus onto the same list with internal candidates if the internal list does not contain a sufficiently diverse pool of candidates. Such steps may include special consideration of minority applicants from off campus. The provisions of Article 14 are intended to be in compliance with all applicable federal and state laws. Utilization data must be referenced from the Affirmative Action Plan updated within the most recent twelve-month period. The Search Committee must be informed of such under-utilization prior to beginning a review of candidates.

**14.10** No employee shall be deemed eligible for promotion who has not satisfactorily completed his/her designated probationary period.

**14.11** Each new employee shall serve a probationary period of one hundred eighty (180) days. Should the initial applicant fail to successfully complete the probationary period, the University may, within one hundred eighty (180) days of awarding the position, repost or select from the remaining pool of applicants for the position from the original posting.

Each employee promoted outside of his/her department or classification series shall serve a probationary period of one hundred eighty (180) days. Each employee promoted within his/her department and classification series shall serve a probationary period of one hundred twenty (120) days.

Any bargaining unit member removed during the promotional probationary period will be relocated back into a position for which he/she is qualified at a rate no less than his/her previous position.

Any bargaining unit member promoted may voluntarily request to return to his/her former classification during the first fifteen (15) working days of his/her probationary period.

#### **14.12 Working Out of Classification:**

- A) In the instance where a bargaining unit member is temporarily assigned to a higher classification, he/she will receive a pay rate adjustment if he/she works in the higher classification for a continuous period of two (2) weeks or more. The pay adjustment will increase the employee's hourly rate of pay by five percent (5%) or to the starting rate of pay for the higher classification, whichever is greater. The parties agree employees shall normally not be "temporarily assigned" for more than 120 days in any twelve (12) month period, unless the parties mutually agree to a longer assignment. However, in a situation where a bargaining unit member is "temporarily assigned" to a higher classification due to illness, injury or some other approved leave of absence of another bargaining unit employee, the temporary assignment will last for the duration of the approved leave of absence.
- B) It is understood by the parties that if an assignment involves the bargaining unit member being assigned job duties that have a lower pay rate than his/her regular job classification, the bargaining unit member will be paid the wage that he/she earns in his/her regular job classification.
- C) In the instance where the bargaining unit member is assigned job duties, in accordance with Section 14.12(A), on a continuous or permanent basis, and these job duties are of a higher classification the University and the Union may mutually agree to permanently reclassify the bargaining unit member to the higher classification.
- D) When a bargaining unit member is assigned to a higher classification, in accordance with Section 14.12(A) or 14.12(B), the University shall provide the directive/assignment to the bargaining unit member in writing before the work commences.
- E) The University may temporarily assign a non-bargaining unit member to a vacancy expected to be less than fourteen (14) weeks in duration. The University may fill any vacancy in this manner no more than once.
- F) Allegations of procedural impropriety should be immediately reported to Human Resources.

**14.13** In cases where, due to program changes of the University, there is a need for the abolition of a bargaining unit member's job, the University will make a good faith effort to relocate and/or reassign the bargaining unit member affected so that he/she will not experience a reduction in earnings.

The parties agree that the University retains the right to transfer a bargaining unit member into a vacant position in another work area or department when it is deemed that such transfer is in the best interests of the University.

The University will provide its rationale in writing to the Union and bargaining unit member determining that a transfer of a bargaining unit member into a vacant position in another work area or department is in the best interests of the University thirty (30) days prior to the initiation of such an action.

The Parties agree that this section will not be utilized to circumvent the posting and hiring procedure.

**14.14** Bargaining unit members shall be allowed necessary time off, with pay, to take tests that are required by the University for bargaining unit positions.

**14.15** The University reserves the total and explicit authority to determine when a vacant position exists; to determine whether the vacant position is to be continued, abolished, or transferred to another department or work unit within the University; and to determine the classification of any vacant position. The University will inform the Union President at least fifteen (15) calendar days before it implements one of the above decisions regarding bargaining unit positions.

**14.16** Bargaining unit members who resign shall submit a signed notice of resignation to the Chief Human Resources Officer or his/her designee at least two (2) weeks prior to the effective date of resignation. Once submitted, a notice of resignation cannot be revoked without the consent of the University. Bargaining unit members shall make a reasonable effort to provide the University an earlier notice of intent to resign whenever possible.

**14.17 Nepotism:** No employee shall be directly supervised by a member of his/her immediate family. "Immediate family" is defined for the purposes of this Section to include: spouse or significant other ("significant other" as used in this Agreement is defined to mean one who stands in place of a spouse and who resides with the employee), child, step-child, grandchild, parent, step-parent, grandparent, great-grandparent, brother, sister, step-sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian or other person who stands in the place of a parent.

## **ARTICLE 15 LEAVES**

**15.1 Definitions:** For purposes of Sections 15.2-15.14 and 15.7-15.26, the following definitions shall apply

- A) **Child:** biological, adopted, foster, stepchild, ward or child of person standing in loco parentis who is under 23, or 23 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 not serving an initial/original probationary period.
- D) **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.
- E) **Parent:** biological or person in loco parentis when employee was a child.
- F) **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.

- G) **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.
- H) **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.

### **Sick Leave:**

**15.2** Sick leave is authorized absence with pay due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and visits to or treatment by medical providers that cannot be scheduled outside of the employee's normal working hours. If a bargaining unit member is going to be absent for more than five (5) consecutive days for the above-mentioned reason(s), he/she shall be required to provide written verification for the use of leave for the sick leave to be approved. Sick leave is also authorized for an illness in the bargaining unit member's immediate family and/or domestic partner when the bargaining unit member's presence is reasonably necessary for the health and welfare of the bargaining unit member or affected family member. A physician's certification of the family member's illness shall be required if the bargaining unit member is absent for more than three (3) consecutive days. Such certification shall be submitted to the Chief Human Resources Officer or his/her designee. Whenever possible, the bargaining unit member will inform the department head in advance of scheduled appointments of the employee and immediate family members of the employee with a doctor, dentist or other medical provider when the employee's presence is reasonably necessary.

**15.3** Each member of the bargaining unit earns sick leave at the rate of three and four tenths (3.4) hours for each eighty (80) hours of service. Sick leave is cumulative without limit. Each member of the bargaining unit shall receive a report of his/her sick leave balance each pay period.

**15.4** Sick leave may be used for a period of time during which the bargaining unit member is scheduled to work for the University. Bargaining unit members will report all uses of sick leave on the Application for Leave form within three (3) working days following the individual's return to work. Sick leave also will be reported on the bargaining unit member's bi-weekly time record. Use of sick leave may be denied if the proper procedures are not followed.

**15.5** To the extent permitted by law, where the Chief Human Resources Officer reasonably believes an employee is abusing sick leave and notifies the bargaining unit member of such belief, the bargaining unit member may be required to furnish to the Chief Human Resources Officer a certificate from a licensed physician for any subsequent absences. Any action taken by the University regarding use of sick leave shall not be arbitrary, capricious or discriminatory in nature.

1. Disciplinary action, including removal, may be taken by the University against any bargaining unit member who falsifies documents relating to the application for sick leave. Such action may also be taken against any bargaining unit member who attributes an absence to sick leave but willfully neglects to follow through on the application for such leave.
2. **Pattern Abuse:** The following types or patterns of absence shall constitute pattern abuse: before and/or after holidays; Fridays/Mondays; absence following overtime worked; continued pattern of maintaining zero or near zero leave balances. If an employee uses sick leave in a clear pattern, per examples noted above, the Chief Human Resources Officer or his/her designee may

reasonably suspect pattern abuse. If it is suspected, the Chief Human Resources Officer or his/her designee will notify the employee in writing detailing the reason(s) that pattern abuse is suspected. The notice will also invite the employee to explain, rebut, or refute the pattern abuse claim. Use of sick leave for valid reasons shall not be considered for pattern abuse. Patterns of abuse will be kept in the time frame of the previous twelve (12) months from the date of notification. Any action taken by the University will not be arbitrary, capricious, or discriminatory in nature in all instances.

**15.6** To the extent consistent with, or permitted by, federal or state law, a bargaining unit member who is on sick leave not concurrently covered by the Family and Medical Leave Act (FMLA) shall be required to provide to the Chief Human Resources Officer certification from the bargaining unit member's personal physician that he/she is able to perform the assigned duties of his/her position prior to his/her return to duty.

**15.7** To the extent consistent with, or permitted by, federal or state law, the University may require a bargaining unit member who is not taking leave covered by the FMLA to undergo an examination, conducted by a medical provider or licensed psychologist designated and paid by the University, to determine whether or not the bargaining unit member is physically and/or mentally capable of performing the duties of his/her position. The Chief Human Resources Officer will meet with the bargaining unit member and provide detail as to the reason(s) for requiring a medical examination for work fitness. If the opinion of the bargaining unit member's medical provider or licensed psychologist differs from that of the University's medical provider or licensed psychologist in this matter, and if the University notifies the bargaining unit member it intends to disability separate him/her, the matter may be submitted to arbitration in accordance with the provisions of Article 9. All documented travel and related miscellaneous expenses in excess of five dollars (\$5) will be submitted for reimbursement by the employee to the University. The University shall reimburse the employee within ten (10) working days from submission.

**15.8** Sick leave charged and reported shall be for actual absence.

**15.9** A bargaining unit member appointed during the term of this Agreement who has been employed by the State of Ohio or any political subdivision of the State of Ohio within ten (10) years prior to the effective date of his/her appointment by the University, may transfer to the University up to two hundred sixty (260) hours of accrued but unused sick leave upon certification of the sick leave balance by his/her former employer. For cases of rehired retirees, please refer to Section 29.3.

**15.10** If required by the University to submit to a second and/or third medical opinion (see Section 15.1(H)), a bargaining unit member shall not be required to use sick leave to cover the time of his/her absence. All documented travel and related miscellaneous expenses in excess of five (\$5) dollars will be submitted for reimbursement by the employee to the University. The University shall reimburse the employee within ten (10) working days from submission.

#### **Leave Without Pay:**

**15.11** With the approval of the Chief Human Resources Officer or designee, a bargaining unit member may be granted Leave Without Pay in the categories specified below. Where applicable, such leave 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 in Section 15.13. Upon return from any leave in Section 15.13, 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.

- A) **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 unless such leave will have an adverse effect on scheduled projects or the efficient operation of departmental tasks.
- B) **Educational:**
1. A bargaining unit member who wishes to pursue formal education, training, or specialized experience which is related to his/her position at the University may be granted Leave Without Pay for a period of up to two (2) years, when the University agrees that the proposed leave activities will benefit both parties. A bargaining unit member who wishes to pursue formal education or training that is not related to his/her position may be granted Leave Without Pay for a period of up to six (6) months. A bargaining unit member taking Educational Leave Without Pay may maintain his/her insurance coverage by paying the group rate to the University.
  2. 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.
  3. 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. 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. The bargaining unit member shall receive written notification of such action.
- C) **Employee Medical:** A bargaining unit member whose absence due to a serious health condition exceeds accrued sick leave and is not eligible to receive FMLA leave may take Employee Medical Leave Without Pay for up to twelve (12) weeks less any accrued sick leave used, unless otherwise required by law. The University may require medical certification and/or a second or third opinion (see Section 15.1(H)) to support a leave of this type. When a bargaining unit member uses Employee Medical Leave Without Pay to receive inpatient or outpatient treatment from a medical provider, or to visit a doctor, dentist or other medical provider, he/she shall provide to the Chief Human Resources Officer or his/her designee written verification of the visit in order for the Employee Medical Leave Without Pay to be approved. Whenever possible, the bargaining unit member will inform the department head one (1) week in advance of such scheduled visits. If the University receives within the period of either FMLA leave or Employee Medical Leave Without Pay medical evidence from its physician and/or the bargaining unit member's physician that indicates the bargaining unit member is expected to be able to substantially and materially perform his/her duties by a specified date that is no later than one (1) year from the last day on the job, a request for extension of Medical Leave Without Pay will be considered.
1. A bargaining unit member on this type of leave will receive all group insurance 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 that outside carrier permits coverage for persons who are not in active pay status.

2. Vacation may be substituted for a portion of the Employee Medical Leave.
3. A bargaining unit member on this type of leave, with the approval of the appointing authority or designee, may take reduced or intermittent leave to reduce the usual number of hours per day or work week.

D) **Family Medical:** A bargaining unit member who has exhausted accrued sick leave and is not eligible to take FMLA leave may take Family Medical Leave Without Pay for up to twelve (12) weeks, less any accrued sick leave used, to care for a child, spouse, parent or domestic partner (as defined in Section 15.1 of this Agreement), who has a serious health condition. The University may require medical certification and/or a second or third opinion (see Section 15.1(H)) to support a leave of this type. Such certificate shall be submitted to the Chief Human Resources Officer or his/her designee. When a bargaining unit member uses Family Medical Leave Without Pay for a family member to receive inpatient or outpatient treatment by a medical provider, or to visit a doctor, dentist or other medical provider, he/she shall provide to the Chief Human Resources Officer or his/her designee written verification of the visit in order for the Family Medical Leave Without Pay to be approved. Whenever possible, the bargaining unit member will inform the department head one (1) week in advance of such scheduled visits.

1. A bargaining unit member on this type of leave will receive all group insurance 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 that outside carrier permits coverage for persons who are not in active pay status.
2. Vacation may be substituted for a portion of the Family Medical Leave.
3. A bargaining unit member on this type of leave, with the approval of the appointing authority or designee, may take reduced or intermittent leave to reduce the usual number of hours per day or work week.

E) **Worker's Compensation:** A bargaining unit member who chooses to receive compensation from the Bureau of Worker's Compensation instead of using sick leave will be considered to be on a medical leave without pay as specified in 15.11.C. Bargaining unit members governed by this section will receive all group insurance 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 that outside carrier permits coverage for persons who are not in active pay status.

F) **Child Care Leave:**

1. **Biological Mother:** Once a female bargaining unit member is certified by her physician to be medically capable of performing her regular duties, she may take Child Care Leave Without Pay for a period not to exceed six (6) months.
2. **Biological Father:** Upon the birth of his child, a male bargaining unit member may take Child Care Leave Without Pay for a period not to exceed six (6) months.

3. **Adoptive Parents:** Upon the adoption of a child, a bargaining unit member may take Child Care Leave Without Pay for a period not to exceed six (6) months.
4. **Foster Parents:** Upon the arrival of a foster child, an eligible bargaining unit member may take Child Care Leave Without Pay for a period not to exceed twelve (12) weeks.
5. If applicable, Child Care Leave shall run concurrently with any FMLA leave.
6. **To the extent permitted by law,** written application for Child Care Leave will be submitted to the Chief Human Resources Officer or his/her designee no later than thirty (30) days prior to the effective date for such leave and must specify the anticipated duration of the leave. In case of an application for Child Care Leave by an adoptive or foster parent, this thirty (30) day requirement will 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.
7. During the period of Child Care Leave, the bargaining unit member is deemed to be temporarily relieved of his/her duties.
8. 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 that outside carrier permits coverage for persons who are not in active pay status.
9. **Vacation/Sick Leave Substitution:**
  - a) **Six (6) Month Leave:** Vacation may be used concurrently with 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.
  - b) **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.
10. An eligible bargaining unit member on Child Care Leave, with the approval of the appointing authority or designee, may take reduced or intermittent leave to reduce the usual number of hours per day or work week.

#### **Leave With Pay:**

**15.12 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. If required training exceeds a 40-hour work week, a bargaining unit member will be paid for all compensable hours beyond the 40-hour work week on an overtime basis according to the provisions of Article 12.

**15.13 Administrative Leave:** The University may 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 appointing authority, but shall not exceed the length of the situation for which the leave was granted.

**15.14 Legal Leave:** Bargaining unit members will be granted leave with pay to fulfill court or jury duty obligations when subpoenaed by the United States, the State of Ohio, or a political subdivision thereof including hearings held by Worker's Compensation and the State Personnel Board of Review. The subpoena or other written notification verifying the necessity of such leave will be presented to the bargaining unit member's immediate supervisor as soon 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 scheduled to work an afternoon or evening shift may request transfer to day shift during the period of legal leave. The University will grant such requests. A bargaining unit member who is excused from legal leave after having served less than three (3) hours will report to work for the balance of his/her shift. All compensation in excess of Fifteen Dollars (\$15.00) per day (excluding travel allowance) received from a court or other judicial or quasi-judicial body shall be deposited with the Youngstown State University Student Accounts and University Receivables Office. However, no bargaining unit member will be paid for court appearances related to his/her personal matters such as traffic violations, divorce proceedings, custody hearings, etc. These absences will be accounted for by the utilization of vacation time, compensatory time, personal days or leave without pay.

**Other Leaves:**

**15.15 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 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 3 (Pay) 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.

**15.16 FMLA Leave:** 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. 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.

### **15.17 Emergency Sick Leave Reserve:**

#### **A. Establishment:**

1. Each bargaining unit employee who has completed his/her initial hire probationary period may donate a minimum of 16 hours, up to a maximum of 40 hours, of his/her accumulated sick leave to the Emergency Sick Leave Reserve (ESLR) during the enrollment period. Enrollment periods will be from September 1 through September 30 of each academic year. An employee who was not eligible during the enrollment period will have four (4) weeks in which to enroll after completing his/her probationary period. Participation shall be voluntary. The donated hours are not returnable.
2. For purposes of this policy, the year will run from September 1 through the following August 31.

#### **B. Operational Procedures:**

1. Use of hours from the ESLR will be limited to those individuals who have donated (and, when necessary as determined by the ESLR Committee, are continuing to donate) to the bank. The ESLR Committee will meet each year between August 15 and August 31 to establish the amount of donation for the forthcoming year. This amount may be less than sixteen hours and may be zero if the ESLR Committee determines that there is sufficient balance in the bank for that year. During the year, the ESLR Committee may declare an emergency and ask bank members to donate an additional amount 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 hours from the ESLR will be limited to medical conditions of a non-routine nature. Use of hours 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. Hours from the ESLR 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 by Section 15.1(D). 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 ESLR Committee will make a decision within ten (10) working days.
3. Use of hours from the ESLR will be considered only after the bank member has exhausted all of his/her accrued vacation time and sick leave.
4. In any two-year period, the maximum number of hours that an eligible member may borrow is the number of hours the employee is scheduled to work each pay period not to exceed three months.

5. In the event the ESLR is disbanded, unused hours will be returned to participating members on a pro-rated basis.

**C. Emergency Sick Leave Reserve Committee:**

1. The ESLR will be operated on a voluntary basis consistent with state law. A committee shall be formed to administer the ESLR 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 ESLR, consistent with the terms of the Agreement. This committee will be entitled the "Emergency Sick Leave Reserve Committee" (hereafter the ESLR Committee) and shall be composed of three (3) members appointed annually as follows:
  - (i) One member designated by the president of YSU-ACE
  - (ii) One member designated by the Chief Human Resources Officer
  - (iii) A bank member selected by the above two members
2. During its August meeting, the ESLR Committee will choose a chairperson from among its three members. The Chairperson will be rotated annually.
3. Should a vacancy occur on the ESLR Committee, a replacement for the vacant position shall be appointed by the authority making the original appointment.
4. The ESLR Committee will be responsible for developing the forms, if any, needed to operate the ESLR.
5. The ESLR Committee shall, during August of each year, review and amend (if necessary) the bank's rules and regulations. All members and potential members will be notified of any changes before the beginning of the new enrollment period.

**15.18 Bereavement Leave:** 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 15.1. Bereavement leave will also be granted in the case of a stillbirth condition.

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.

Part-time and Intermittent 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.

The University may grant additional use of sick, personal or vacation leave or leave without pay to extend the bereavement leave. The leave and the extension may be subject to verification.

**15.19 Political Leave:** A bargaining unit 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. As such, employees are permitted to participate in partisan politics.

**15.20 Emergency Service Leave:** 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. 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 paid leave shall be available during the term of this Agreement only to the three most senior eligible bargaining unit members, based upon the University's seniority list, employed on or before August 16, 2011. 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.

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

**15.21 Disaster Service Volunteer:**

- A) 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 thirty (30) work days 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 and upon the approval of the Chief Human Resources Officer. The University will waive any notice requirements for using vacation leave for this purpose, provided that operational necessity is not impaired.

**15.22 Liver, Kidney, or Bone Marrow Donor Leave:**

- A) A bargaining unit member may take up to two hundred (200) hours of sick leave or leave without pay during each calendar year to use during those hours when the employee is absent from work because of the employee's donation of any portion of an adult liver or because of the employee's donation of an adult kidney.
- B) A bargaining unit member may take up to forty (40) hours of sick leave or leave without pay during each calendar year to use during those hours when the employee is absent from work because of the employee's donation of adult bone marrow.
- C) The Chief Human Resources Officer will provide information about this section to all bargaining unit members annually.

**15.23 Transitional Work Programs:**

The University and the Union may mutually develop transitional work programs designed to encourage a return to work by an employee receiving Workers' Compensation benefits. During the time an employee is in a transitional work program, the employee will be assigned duties which the employee is capable of performing based upon the recommendation of the employee's attending physician.

**15.24 Emergency Leave:**

- A) A bargaining unit member may utilize paid Emergency Leave if able to document his/her inability to report (e.g. accident, etc.) in the event the University cancels classes and employees who are deemed essential personnel are required to work in accordance with Section 12.3. (Use of such leave is limited to one (1) day per contract year.)
- B) In the event that a Level 3 emergency is declared by the governmental entity in which the employee resides, the employee will be granted the use of paid leave or excused leave without pay up to his/her regularly scheduled hours.

#### **15.25 Maternity/Parental Leave:**

- A) Maternity leave is the authorized absence of a female bargaining unit member to receive treatment for pre-delivery medical issues, recover from childbirth and 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. Maternity leave may be taken at any time during the pregnancy for the care and treatment of pre-delivery medical issues, during childbirth, and immediately afterwards. Application shall be made in writing to the department head and to the Chief Human Resources Officer at least thirty (30) days prior to the effective date for such leave, or as soon as practicable if medically necessary, and such request shall state the anticipated duration of the leave. At the end of maternity leave, the mother may take paid or unpaid parental leave or unpaid maternity leave permitted by law. Mothers must take paid maternity, unpaid maternity and parental leaves consecutively and concurrently with available FMLA leave or other maternity leave required by law.
- B) Parental leave is the authorized absence of a birth mother, biological father, domestic partner, or adoptive parent to be used following the birth or adoption of a child and to care for and bond with the child. The University shall provide up to three (3) weeks of paid parental leave. If more time is needed, accumulated sick leave can be used. Paid parental leave and accumulated sick leave should be used concurrently with available FMLA leave. Should parental leave and accumulated sick leave be exhausted, available unpaid Family Medical Leave can be used for this purpose. 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 (\$2000) in taxable income (i.e., subject to withholding) for adoption expenses in lieu of receiving the paid leave benefit provided under this section. Such payment may be requested upon placement of the child in the employee's home. If the child is already residing in the home, payment may be requested at the time the adoption is approved.
- C) Both Maternity and Parental leaves shall run concurrently with Child Care leave noted in Section 15.11.F.

#### **15.26 Personal Leave:**

- A) Each full-time bargaining unit member shall be credited with thirty-two (32) hours of personal leave credit each year which shall be credited at the rate of 1.231 hours per pay period. Each part-time bargaining unit member shall receive a pro-rated personal leave credit according to his/her total FTE.
- B) When possible, employees will provide seven (7) days' notice to the appropriate department head/supervisor and may use personal leave credit for absence due to mandatory court

appearances, legal or business matters, family emergencies, unusual family obligations, medical appointments, weddings, religious holidays not listed in Article 11 (Holidays), or any other matter of a personal nature. Such requests will be granted by the supervisor.

- C) When personal leave credit is used, it shall be deducted from the unused balance of the employee's personal leave credit on the basis of absence in such increments of an hour. Compensation for such leave shall be equal to the employee's total rate of pay.
- D) A newly appointed full-time bargaining unit member who receives a permanent appointment shall be credited with personal leave credit at the rate of 1.231 hours for each pay period from the date of appointment. A newly appointed part-time bargaining unit member who receives a permanent appointment shall be credited with a pro-rated personal leave credit each pay period from the date of appointment.
- E) The Chief Human Resources Officer shall allow employees to elect one of the following options with respect to the unused balance of personal leave credit:
  - 1. Carry forward the balance. The maximum credit that shall be available to an employee at any one time is 240 hours; or
  - 2. Convert the balance to accumulated sick leave to be used in the manner provided by Section 15.2.

## **ARTICLE 16**

### **LAYOFF AND RECALL**

**16.1** Whenever it becomes necessary to lay off (reduce in force) bargaining unit employees, the University will follow the procedures found in RC 124.321 to 124.327 and the provisions of the Ohio Administrative Code (Chapter 123:1-41) that are applicable to state supported universities. The only exceptions are that the parties have agreed to a longer notice period in Section 16.3 and have allowed for the possibility of a voluntary reduction in force in Section 16.4. The University will also follow the procedure found in OAC 123:1-41-09 to compute retention points. Bargaining unit employees may be laid off as a result of a reorganization for the efficient operation of the University, as a result of a lack of funds, or as a result of a lack of work.

**16.2** At least one (1) week prior to the University issuing layoff or displacement (bumping) notices the Union will be afforded the opportunity to meet with representatives of the University in order to discuss the layoff and displacement procedure and employee retention points.

**16.3 Individual Notification:** Each bargaining unit employee who may be laid off or displaced will be given advance written notification by the University. Such written notice must be mailed by certified mail to the employee's last known address on file within the official personnel file of the University. Such notice shall be mailed at least sixty-three (63) calendar days before the effective date of layoff or displacement. The date the letter is mailed shall be the first day of the sixty-three (63) day period. In cases where it is determined that an employee's address on file prohibits the delivery of certified mail, advance notice will be hand-delivered to the employee at work. If hand-delivered, such notice shall be given at least sixty (60) calendar days before the effective date of lay off or displacement. The date the letter is delivered shall be the first of the sixty (60) day period. If the aforementioned efforts are taken to notify the employee, such notice shall be considered complete regardless of whether the employee actually receives the notice.

**16.4 Voluntary Reduction in Force:** When the University determines to reduce the work force, other employees within the affected classifications may volunteer, in writing, to be reduced in force (laid off) without consideration of retention points. If granted by the University, the Office of Human Resources shall report to the Ohio Department of Job and Family Services that it has “laid off” the employee and shall not contest the employee’s eligibility for unemployment compensation. Nothing in this section shall be construed to constitute a waiver of such employee’s recall rights unless the employee voluntarily waives such recall rights in writing. The ability to volunteer to be reduced in force may be exercised during the sixty three (63) day notice period referenced in Section 16.3 above. The sixty three (63) days notice requirement of reduction in force shall be waived for employees granted voluntary reduction in force.

**16.5** Prior to any reduction in force of bargaining unit employees due to one or more reasons as described in Section 16.1, the University agrees to first stop scheduling temporary and intermittent non-bargaining unit employees and intermittent bargaining unit employees, in that order, who are in the affected classification(s). After the aforementioned action has been taken and if additional reductions are still required, the University will follow the order of layoff of employees as listed below until such a time whereas no further reductions are needed:

- A) Probationary Part-time Bargaining Unit Employees in the affected classification(s) who have not completed their probationary period or six months of continuous service in the position, whichever is longer.
- B) Permanent Part-time Bargaining Unit Employees in the affect classification(s) who have completed their probationary period or six months of continuous service in the position, whichever is longer.
- C) Probationary Full-time Bargaining Unit Employees in the affected classification(s) who have not completed their probationary period or six months of continuous service in the position, whichever is longer.
- D) Permanent Full-time Bargaining Unit Employees in the affected classification(s) who have completed their probationary period or six months of continuous service in the position, whichever is longer.

**16.6 Out Placement:** When an employee has been reduced in force, the University agrees to assist the employee by offering the employee career counseling, resume writing services and tuition remission (employee only), including instructional and general fees, for a period not to exceed eligibility for recall.

**16.7** The University agrees not to utilize non-bargaining unit member employees, contract workers, occasional service employees, intermittent employees or student employees in a manner that violates any provision of this agreement for the duration of the recall period.

## **ARTICLE 17 VACATION**

**17.1** Effective August 16, 2011, each full-time and part-time member of the bargaining unit will earn annual vacation leave according to his/her number of years of service with the University. However, any full-time or part-time bargaining unit member who had been earning vacation leave before August 16, 2011 according to his/her years of service with the University and the State of Ohio’s 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 Reserve Duty and National Guard Units as delineated on the employee(s) Department of Defense (DD) 214 or Certificate of Release or Discharge from Active Duty rounded to the nearest full year. If less than six months of service as noted above, he/she will be credited with the actual amount of prior service.

Vacation accrual shall be credited as follows for full-time employees:

<u>Length of University Service</u>	<u>Hours Earned Per 80 Hour Pay Period</u>	<u>Annual Amount per 2080 hours</u>
Less than 1 year	None	None
1 year but less than 7	3.1 hours	80 hours
7 years but less than 13	4.6 hours	120 hours
13 years but less than 22	6.2 hours	160 hours
22 years but less than 25	7.7 hours	200 hours
25 years or more	9.2 hours	240 hours

Vacation will be earned on a prorated basis for part-time employees. Any bargaining unit member who had been earning more vacation based upon the 2008 – 2011 vacation accrual schedule than he or she will earn under the current vacation accrual schedule will not experience a reduction in his or her vacation accrual rate. Instead the bargaining unit member will continue to accrue at the higher rate until such time as his length of service and hours earned per pay period come into alignment with the new vacation accrual schedule. For example, a full-time employee with five (5) or more years of service will continue to earn 4.6 hours per pay period until he or she completes thirteen (13) years of service, at which time he or she will begin earning 6.2 hours per pay period.

Members of the bargaining unit hired on or after August 15, 2011 do not earn and may not take vacation during their first year of service at YSU. On the first anniversary of employment a full-time employee shall be credited with eighty (80) hours of accrued vacation, to be taken in accordance with the provisions of this article. Vacation is accrued each pay period per the schedule noted above. Prior YSU service will be recognized for placement on the accrual schedule. In no case will an employee be permitted to use vacation while on an initial/original probation. Members of the bargaining unit who are employed at the University with a record of one (1) year or more of prior YSU service that counts for vacation accrual immediately begin to earn vacation based upon length of prior YSU service; such vacation may be taken after the employee completes his or her initial/original probationary period, in accordance with the provisions of this article. An employee must be in active pay status at least 80 hours in a pay period in order to accrue the total designated vacation hours for that pay period. Vacation leave may accumulate to a maximum of that earned in three (3) years of service. Vacation in excess of this maximum is eliminated from the bargaining unit member's vacation leave balance. Each member of the bargaining unit will receive a report of his/her vacation balance and maximum permitted amount of accrued vacation each pay period.

If an employee's vacation leave credit has reached the maximum amount allowed or will reach the maximum amount allowed during the next pay period, and the employee has been denied the use of vacation leave, the employee will be paid for the amount of leave that was requested and denied. Employees are entitled to payment not to exceed the amount of vacation denied during a specific pay period. In order for payment to occur, employees must request such payment and the denial of vacation must have occurred during the preceding twelve (12) months. Any vacation leave for which an employee receives payment shall be deducted from the employee's vacation leave balance.

If a vacation request is denied, the University agrees to make every effort to grant the employee's vacation request(s) during the fiscal year in which the request was initially denied.

**17.2** The department head may establish a system whereby the bargaining unit member(s) in the department shall have the opportunity each year to indicate the times they wish to be on vacation. Absent unusual circumstances, a department will not change its system later than October 15 of any year for vacation scheduling in the following calendar year. The department head shall specify in writing those times in the year, if any, when the schedule of activities restricts the number of staff who can be absent on vacation. Similarly, the department head may specify times of the year when it is desirable from an operational viewpoint for staff to take vacation. The system shall provide that the bargaining unit member with the greatest University seniority shall have first choice of vacation time, the bargaining unit member with the second greatest seniority shall have second choice, etc. The deadline for vacation sign-up shall be November 15 for vacations to be scheduled the next calendar year. The University will make a good faith effort to grant vacation requests for bargaining unit members who do not sign up prior to November 15 or who subsequently desire to change their scheduled vacation.

**17.3** Once a departmental vacation schedule has been developed for the office, it shall be posted in the department.

**17.4** If a sign-up system is not in place, vacation requests may be granted on a first come, first served basis. In the event two (2) or more bargaining unit members submit their requests simultaneously, the bargaining unit member with the highest University seniority will be granted the vacation.

**17.5** Bargaining unit members going on vacation should submit a signed "Request for Leave" form two (2) weeks prior to the beginning of the vacation period. When a bargaining unit member is requesting vacation not previously approved, the University will make a good faith effort to approve the request. In no circumstance will a response for vacation request be denied after five (5) working days of receipt of such request by the employee's supervisor. If the response is not given within five (5) working days, such vacation request shall be granted. A bargaining unit member who is hospitalized while on vacation may convert the period of hospitalization from vacation to sick leave by providing the University with documentation of hospitalization upon his/her return. If a member of his/her immediate family dies while a bargaining unit member is on vacation, up to four (4) days of vacation may be converted to bereavement leave in accordance with Section 15.18, provided the University may require documentation of the death in the family and the bargaining unit member's attendance at the funeral.

**17.6** If an employee receives written approval for vacation and the approval is subsequently recalled, the employee will be reimbursed, upon submission of appropriate evidence, for any non-refundable costs incurred as a result of canceling an approved vacation leave or being called to work from his/her vacation.

**17.7** The parties agree that the University retains the right to reschedule vacation in the event of serious and unanticipated problems. Before a vacation is rescheduled, the cognizant Principal Administrative Officer (President, Executive Vice President, Provost) will meet with the bargaining unit member to discuss the matter, and will make an effort to make alternate arrangements to permit the bargaining unit member to take the vacation as scheduled.

**17.8** A bargaining unit member going on vacation may be paid for the vacation period in advance of the regular payday on which he/she would normally be paid for the vacation period, providing the bargaining unit member has submitted the request in writing on a form to be provided by the University a minimum of fifteen (15) days prior to the effective date of the vacation. Advance vacation pay shall be available to a bargaining unit member for a minimum period of one (1) week of vacation and only twice during any calendar year. The advance pay will be available to the bargaining unit member at the Payroll Office at the end of the bargaining

unit member's last working day prior to going on vacation. The advance vacation pay will be deducted from subsequent paycheck(s) on which the bargaining unit member would have received pay for the vacation period if the bargaining unit member had not chosen advance vacation pay.

**17.9** Upon termination of employment, payment for accrued but unused vacation leave shall be made at the member's rate of pay at the time of termination, subject to the accrual limits stated in this article and provided the member had at least one (1) year of continuous service with the University.

**17.10** In the event of a bargaining unit member's death, any earned but unused vacation for which the member was eligible to be compensated will be paid at the rate of pay at the time of death to the next of kin or the estate of the deceased member.

**17.11** Permanent part-time bargaining unit members who hold concurrent intermittent position(s) will accumulate vacation leave based on all hours in active pay status.

**17.12** Annually, in the month of September, the Chief Human Resources Officer shall allow bargaining unit employees to elect one (1) of the following options with respect to the unused balance of vacation credit:

1. Carry forward the balance up to the limits specified in Section 17.1.; or
2. Convert up to eight (80) hours to accumulated sick leave to be used in the manner provided in Section 15.2.

If no action is taken by the employee such time will carry forward as vacation time.

## **ARTICLE 18 HEALTH AND SAFETY**

**18.1** The parties agree that it is the goal of the University and the Union that the University be a place in which 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. The University shall make available to the Union a copy of all final reports relating to health or safety reviews conducted by state or federal agencies. Both parties recognize that it will be the University's responsibility to provide all bargaining unit members the necessary training, equipment, and written procedures necessary to conduct their job in a safe and healthful manner. Both parties also recognize that it will be the bargaining unit member's responsibility to follow University health and safety policies which may include the wearing of personal protective equipment and the mandatory attendance of training seminars. It is understood that all mandatory training will be offered in accordance with Section 15.12 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.

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

The charge of the Committee is advisory. The Committee is to review safety incidents that occur on campus, report to and consult with the Director of Environmental and Occupational Health and Safety regarding hazards, recommend the abatement of hazards and recommend education programs.

Members of the Safety Committee shall be allowed paid time off from their regular work while attending Committee meetings.

**18.3** 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.

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

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

**18.6** The University retains the right to regulate smoking in all University facilities 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 19 NON-DISCRIMINATION**

**19.1** Both the University and the Union recognize their respective responsibilities for non-discrimination under federal and state constitutions, codes and statutes. Therefore, both parties hereby reaffirm their legal and moral commitments not to discriminate unlawfully in any manner because of race, color, religion, national origin, gender, age, marital status, sexual orientation, disability, employee organization, veteran status or political organization. The University and the Union agree to cooperate in efforts to comply with the Americans with Disabilities Act of 1990 (ADA), as amended.

**19.2** The University and the Union agree that there will be no discrimination in any form, including interference, restraint, intimidation or coercion related to the free exercise of the following rights of a University employee, nor will reassignments be made solely for, the following purposes:

- A) To be a member of a union or employee organization;
- B) To not be a member of a union or employee organization;
- C) To provide support to a union or employee organization;

D) To not provide support to a union or employee organization.

**19.3 Prohibition Against Unlawful Harassment:** The University and the Union mutually recognize the deleterious effect that sexual harassment or other unlawful harassment has on the University's educational and professional environment. The University and the Union are committed to maintaining a University environment free of unlawful sexual harassment or unlawful harassment based on race, color, religious, sex, age, sexual orientation, national origin, disability, veteran status or political organization.

**19.4** 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 and the Equal Employment Opportunity Commission. The parties further agree that any individual who believes that he/she has been unlawfully discriminated against, in violation of the provisions of this article, shall proceed to file a complaint with the Director of Equal Opportunity and Diversity, or with other appropriate agency(ies), and that such complaints can be processed under the provisions of Article 9 ("Grievance Procedure") of this Agreement, but such complaints cannot be arbitrated.

## **ARTICLE 20 CLASSIFICATIONS AND POSITION AUDITS**

### **20.1 Definitions:**

A Job Description is a statement of job duties assigned to a classified employee. A job description is prepared and approved by Human Resources, in consultation with the department head and/or supervisor of the employee. Job descriptions are prepared to specifically reference the job duties assigned to classified employees in the department for which they are employed.

A Position Classification is the title assigned to a position based on the duties described in the job description. Human Resources makes this determination using the University's Classification Specification plan. The determination of a position's classification assignment is based on the job duties of a position, not the qualifications of an employee, nor the volume of work performed by an employee.

**20.2 Classification Disputes:** If at any time a dispute exists over the determination of exemptions, either party may petition the State Employment Relations Board (SERB) for a final binding determination. This provision shall be in compliance with Sections 2.2 and 2.3.

Specific to a dispute over the use of the "Supervisor" designation, the University will notify the Union when it plans to declare a bargaining unit position as "Supervisory." The Union, or its representative, shall inform the University of its position in writing within thirty (30) days of receipt of such notification. In the event the Union fails to respond within thirty (30) days, the University's proposal will be deemed accepted.

When a dispute occurs over the designation of a position as "Supervisory" the matter shall be resolved through discussion between the Chief Human Resources Officer and the President of the Union. If such discussion does not resolve the matter, either party may submit the issue to SERB for resolution, with the position being held in a non-supervisory status pending the determination by SERB.

**20.3** A member of the bargaining unit may request an audit of the classification of his/her position by submitting a formal Audit Request Form and a completed Position Audit Questionnaire provided by the University. Both forms shall require the signature of the bargaining unit member. Absent unusual circumstances, the Chief Human Resources Officer will inform the bargaining unit member, in writing, of the results of the audit within 110 calendar days after receipt of the request and completed questionnaire if an on-

site audit is not required, or within 130 calendar days after receipt of the request and completed questionnaire if an on-site audit is required. If unusual circumstances arise which prevent the completion of a position audit within these time limits, the University will provide the bargaining unit member and the Union President with a written explanation of the circumstances prior to the above deadline, and the deadline for completion of the audit will be extended to 145 calendar days after receipt of the bargaining unit member's completed request and completed questionnaire for audit. In the event the position audit determines that the bargaining unit member's position is to be reclassified, the effective date of the reclassification shall be no later than the beginning of the pay period immediately following the receipt of the Audit Request Form and completed questionnaire.

Requests for audits of a position may not be submitted more than once a year. An employee may request only one audit of his or her position per year unless the employee provides, at the time of request, documentation showing that duties of the position have been substantially changed since the date of the completion of the previous audit. The "one-year period" will be defined as twelve (12) months from the date of the original request for the most recent position audit. New bargaining unit members may not request a classification audit earlier than twelve (12) months from date of hire.

**20.4** In a situation in which the results of an audit have determined that a portion of the bargaining unit member's duties do not fall within the bargaining unit member's position classification, the University shall correct the situation, either by reclassifying the bargaining unit member or by ceasing to assign the bargaining unit member that portion of his/her duties which do not properly fall within the bargaining unit member's position classification. If the University ceases to assign the bargaining unit member that portion of his/her duties which do not properly fall within the position classification, the University will notify the bargaining unit member and his/her immediate supervisor of the decision in writing. The University will compensate the employee for performing the duties which are deemed to be out of his/her classification from the beginning of the pay period immediately following the receipt of the Audit request Form and completed questionnaire to the time the employee is notified that he/she should no longer perform the duties which are deemed to be out of his/her classification.

**20.5** When the University proposes the reclassification of a bargaining unit position to a new classified or unclassified position the Union President, or designee, and the affected bargaining unit member will be notified in writing, setting forth the proposed new classification, pay range, and bargaining unit status as assessed by Human Resources. If disputed, the Union President, or designee, will respond in writing to the Chief Human Resources Officer, so stating.

**20.6** The University will develop and make available to each bargaining unit member a job description which includes the duties and responsibilities of the position. All job descriptions will contain the following: 1) the position classification; 2) the position classification/job title of the immediate supervisor; 3) regular work schedule (days/hours); 4) a list of the job duties and responsibilities; 5) date issued (month/day/year). The University has the right to revise a job description and to assign other duties which reasonably relate to the established job duties and responsibilities described therein or to the position classification. The University will provide the bargaining unit member a copy of his/her job description within seven (7) days after any revisions are made to it.

**20.7** The University will make a good faith effort to review all bargaining unit positions once every five (5) years for correct classification, consulting the bargaining unit member as part of the process.

**20.8** The parties agree that the University shall retain the right to temporarily assign bargaining unit members to work out of classification pursuant to Article 14.

**20.9** The parties agree that position classifications will be assigned and reviewed and the classification plan maintained in accordance with any applicable provisions of RC 124 and any applicable rules of the Department of Administrative Services. Any bargaining unit member whose position is reviewed and/or reclassified retains the right to appeal the classification decision to the State Personnel Board of Review. The University will advise each bargaining unit member of his/her right to seek such review as part of the notification of the classification decision. (See Section 15.14, Legal Leave.) Questions concerning position classification are not subject to the grievance procedure established in Article 9 ("Grievance Procedure").

## **ARTICLE 21 RETIREMENT**

**21.1** There shall be no mandatory retirement age for members of the bargaining unit.

**21.2** A bargaining unit member who retires will be entitled for an unlimited period of time, on the same basis as bargaining unit members, to use of the library, Bookstore discount, tickets for University functions, use of Beeghly Center and other recreational facilities. Retired bargaining unit members shall be eligible to purchase a parking permit annually for the annual parking fee established by the University.

**21.3** Retirees, their spouses, domestic partners (as defined in Section 27.3) and children (as defined in Section 27.3) 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 27).

**21.4** Upon the death of a retired bargaining unit member, his/her unremarried spouse and children (as defined in Section 27.3) to the end of the academic year in which they reach age twenty-five (25) shall remain entitled to the benefits specified in Sections 21.2 and 21.3. However, a step-child of a retired bargaining unit member that dies is only eligible for the benefits specified in Section 21.3 as long as the surviving spouse of the deceased retiree remains unmarried.

**21.5 Sick Leave Conversion:** A bargaining unit member who retires 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 immediately prior to retirement. The retiring bargaining unit member shall receive payment for twenty-five percent (25%) of the first five hundred (500) hours (or portion thereof) of accrued but unused sick leave; forty percent (40%) of the second five hundred (500) hours (or portion thereof); and fifty percent (50%) of the third five hundred (500) hours (or portion thereof). 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.

**21.6 2008 – 2011 ERIP Participant Sick Leave Conversion:** Any bargaining unit member who participates in the ERIP as defined in the 2008 – 2011 agreement and subsequently retires during the term of this agreement, and before January 1, 2012, is entitled to convert to cash payment part of his/her accrued but unused sick leave as defined in the 2008 – 2011 agreement:

Payment is based upon the bargaining unit member's hourly rate of pay immediately prior to retirement. The retiring bargaining unit member 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 sixty percent (60%) 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. "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

## **ARTICLE 22 INSURANCE BENEFITS**

### **22.1 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 and permanent part-time bargaining unit members holding a position with a full-time equivalency (FTE) of not less than .50. Dependents are spouses or domestic partners (for purposes of this Article, the term "domestic partner" shall apply to same sex domestic partners only) and unmarried, financially dependent children to age 26.
- B) **Maintenance of Benefits/Open Enrollment:** Except as provided in this article, the benefits under the University's group health plan shall remain equivalent to or better than those provided in the certificates that are in place in Appendix H of this Agreement. Members of the bargaining unit will annually have the right to choose to enroll in the plan during the open enrollment period established by the University.

- C) **Working Spouse/Coordination of Benefits:**

- 1. **Working Spouse Coverage Obligations**

- a. If an employee's spouse is eligible to participate, as a current employee, self-employed individual (other than a sole proprietor) in a business (e.g., partner), or retiree in a group medical and/or prescription drug insurance sponsored by his/her employer, business, or employer's retirement plan, the spouse must enroll for at least single coverage in such group medical and prescription drug insurance if he/she is not eligible for Medicare as of January 1, 2012. The use of the word "spouse" in this Article refers to a traditional spouse as well as a same-sex domestic partner.
    - b. This requirement does not apply to any spouse who works less than 25 hours per week AND is required to pay more than 50% of the single premium funding rate OR \$300 per month whichever is greater, in order to participate in the group medical and/or prescription drug insurance sponsored by his/her employer, business or employer's retirement plan.
    - c. Upon the spouse's enrollment in a group medical and/or prescription drug insurance sponsored by his/her employer, business or employer's retirement plan; that coverage will become the primary plan and the coverage sponsored by the University will become the secondary plan according to the primary plan's coordination of benefits and participation rules. The rules of O.R.C. §§ 3902.11 to 3902.14 shall govern the implementation and interpretation of these coordination of benefits rules.

- d. Any spouse who fails to enroll in any group medical and/or prescription drug insurance coverage sponsored by his/her employer business or employer's retirement plan, as required by this Section, shall be ineligible for benefits under such group medical and prescription drug insurance coverage sponsored by the University.
2. It is the employee's responsibility to advise the Plan via the University's Human Resources Office immediately (and not later than 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in group medical health insurance and/or prescription drug insurance sponsored by his/her employer, business, or employer's retirement plan. Upon becoming eligible, the employee's spouse must enroll in group medical and/or prescription drug insurance sponsored by his/her employer, business, or employer's retirement plan unless he/she is exempt from this requirement in accordance with the exemptions stated in this Section.
3. Every bargaining unit member whose spouse participates in the University's group medical and/or prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether his/her spouse is eligible to participate in group medical and/or prescription drug insurance coverage sponsored by the spouse's employer, business, or employer's retirement plan. If any bargaining unit member fails to complete and submit the certification form during the annual certification process, such bargaining unit member's spouse will be removed immediately from the University's medical insurance and/or prescription drug insurance coverage. Any information not completed or provided on the certification form may be requested from the employee.
4. If a bargaining unit member submits false material information, or fails to timely advise the Plan via the Chief Human Resources Officer of a change in the eligibility of the employee's spouse for group medical and/or prescription drug insurance sponsored by his/her employer, business or employer's retirement plan within 30 days of notification of such eligibility, and such false information or failure results in the University providing medical and prescription drug benefits to the employee's spouse to which they are not entitled, the bargaining unit member will be personally liable to the University for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the University. In addition, the bargaining unit member's spouse will be terminated immediately from the group medical and/or prescription drug insurance sponsored by the University. If the bargaining unit member submits false material 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/domestic partner are employed by YSU have the option either to be treated as only one employee with employee +1 or family coverage or to select individual coverage and for each to pay the single salary share for premium.
7. If both spouses/domestic partners work for the University, the higher-paid employee pays for the employee +1 or family coverage.

8. An employee may opt out of health insurance benefits (medical, prescription drug, dental and/or vision) coverage upon submission of sufficient evidence, in accordance with the provisions of this Article, of such coverage from another source.
- D) **Coverage Levels and Additional Coverage Features:** Effective January 1, 2012, the University will offer a plan with equal to or greater coverage as the SuperMed Plus plan as detailed in Appendix H. The University shall implement any or all of the following additional coverage features upon retaining a third-party administrator who is capable of administering any or all of these features:
- Separate office visit co-pay for services of \$10 by an Advanced Practicing Nurse
  - Separate office visit co-pay for services of \$30 by a Specialist
  - Any other changes recommended by the Health Care Advisory Committee and approved in accordance with Section 22.8.
- 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.
- F) **Health Care Budgets:** The University shall establish separate accounts to monitor the healthcare budget and expenses. Regular financial statements prepared by the consultant shall be provided to the Health Care Advisory Committee.
- G) **Wellness Program:** The University shall continue funding in a dedicated account for the Wellness Program. The Wellness Program shall be developed by, and oversight shall be provided by, the Health Care Advisory Committee. The program shall include incentives for employees to participate in the program. The University will maintain funding of the Wellness Program during the term of this Agreement.
- H) **Savings:** As detailed in Appendix H, savings to the health care plan resulting from recommendations made by the Health Care Advisory Committee after ratification of this Agreement shall be used to establish reserves for run-out (up to a maximum of two and one-half (2-1/2) months anticipated liability) and to cover maximum liability. Additional savings shall be used for plan enhancements or for reductions in employee contributions as recommended by the HCAC. The account balance will carry forward from fiscal year to fiscal year.

**22.1a Premium Sharing:** Effective upon ratification, eligible members of the bargaining unit who choose to enroll in one of the health insurance plans offered by the University will contribute 1.5% of their base rate of pay, excluding any pay supplement(s), for a family plan or .75% of their base rate of pay for a single plan as health insurance premium sharing for Medical and Prescription Drug benefits. Effective on the dates indicated below, eligible bargaining unit members who choose to enroll in the University's health insurance plan will contribute the following percentages of the Fully Insured Equivalent or such other calculation as detailed in Appendix H, or such lesser percentage that the University charges to any other employees, for Medical, Dental, Vision and Prescription Drug benefits:

- A) Employees will contribute, via payroll deduction, an aggregate of 10% of the Funding Level in the first year of the contract (effective January 1, 2012); 12% in the second year (effective July 1, 2012); and 15% in the third year (effective July 1, 2013). In each year of the contract, once the Funding Rates are determined for the Employee Only; Employee + One Dependent; and Family

(Employee + two or more dependents) contracts, the Employer 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 once or before January 1, 2012, a second time before July 1, 2012, and each July 1 of the contract thereafter.

B) Notwithstanding the foregoing formula, employees shall pay no more or no less than the following percentages of the Funding Rates:

1. Effective January 1, 2012: Minimum 7%; Maximum 21%
2. Effective July 1, 2012: Minimum 8%; Maximum 21%
3. Effective July 1, 2013: Minimum 11%; Maximum 21%

Payments shall be deducted in equal amounts from each eligible bargaining unit member's bi-weekly paychecks.

**22.1b 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 H)

**22.2 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.

**22.3 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.

**22.4 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.

**22.5 Prescription Coverage:** Effective January 1, 2012, the University will maintain a prescription drug program detailed in Appendix H.

**22.6 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.

**22.7 Right to Alter Carriers:** The University has the right to self 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.

**22.8 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 Committee Policy and Guidelines. The Union representatives to the HCAC shall consult their governing bodies prior to proceeding with any recommendations. The HCAC shall recommend options that are mutually beneficial to employees and the University. Where a recommendation would alter the terms of the collective bargaining agreement a properly executed memorandum of understanding signed by the Union and the University designees shall be executed implementing such recommendations as if ratified by the bargaining unit.

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

**22.10 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.

**22.11 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 (2½) 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.

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

**22.13 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.

**22.14 Voluntary Long Term Care Coverage:** The University will provide a bargaining unit member an opportunity to enroll in Long Term Care coverage through payroll deduction at the employee's expense. Vendors will be selected from the analysis done by the Health Care Advisory Committee.

**22.15 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.

**22.16** The parties acknowledge that employees on approved leaves will be required to maintain timely employee premium contributions or lose eligibility for such coverage.

## **ARTICLE 23**

### **UNION FINANCIAL SECURITY**

**23.1** 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. The "OEA/NEA Membership Enrollment Form" appears as Appendix F to this Agreement. Dues shall be deducted from each paycheck.

**23.2 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), and all intermittent bargaining unit members shall pay a uniform amount. The Union may uniformly increase or reduce the amount to be withheld by notifying the University a minimum of thirty (30) days prior to the pay date on which the change is to be implemented; the Union may make one (1) such change each calendar year of this Agreement. In the event the Union and/or its affiliates believe that membership in the Union and/or its affiliates obligates a member or members of the bargaining unit to pay dues in addition to the dues established by this article, collection of such dues shall be the sole responsibility of the Union and/or its affiliates, and the University shall have no obligation to the Union for collection of such additional dues.

**23.3** 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.

**23.4 Fair Share Fee:** In accordance with the provisions of Ohio Revised Code 4117, members of the bargaining unit are required, as a condition of employment, either to be members of the Union and its affiliates, or to pay a fair share fee not to exceed the Union membership dues. The Union shall notify the University annually as to the amount of the fair share fee. The University shall deduct the amount of fair share fee over the period of March through August in equal amounts from each paycheck.

**23.5** Individuals who are appointed to a position in the bargaining unit after the first pay period in September shall be required to pay full membership 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.

**23.6** Individuals who retire or terminate employment prior to August 31 of any year shall be required to submit the remainder of the annual dues to the union in the last paycheck received as a final union deduction.

**23.7** 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.

**23.8** 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.

**23.9 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 23 and the University's actions and conduct with respect to those provisions. The University agrees that its counsel shall give full and complete cooperation to the Union and its counsel at all levels of any legal proceeding relating to Article 23.

## **ARTICLE 24 NO STRIKE/NO LOCKOUT**

**24.1** In accordance with the provisions of O.R.C. 4117, the Union, 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, slowdowns, walkouts, refusal to perform duties assigned, sit-downs, or other unlawful interference with the operation of the University. The University agrees that there shall be no lockout during the term of this Agreement. The provisions of Section 24.1 shall be in full effect in the event a strike or job action is called involving any other bargaining unit on the YSU campus during the term of this Agreement. The Union shall, at all times, cooperate with the University in continuing operations and shall actively discourage and attempt to prevent any violation of the "no-strike" clause. In the event of a violation of the "no-strike" clause, the Union shall promptly notify all bargaining unit members in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with operations of the University is in violation of this Agreement, unlawful and not sanctioned or approved by the Union. The Union shall advise the bargaining unit members to return to work immediately.

## **ARTICLE 25 CONTRACTING**

**25.1** The University retains the right to contract for services. However, the University agrees that it will not layoff members of the bargaining unit in the exercise of this right.

**25.2** If the University decides to contract a service and that contract will result in the elimination of bargaining unit position(s), the University will:

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

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

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

**25.4** 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 26 SEPARABILITY**

**26.1** The parties intend that this Agreement shall in all respects be construed and applied in a manner consistent with applicable statutes and court decisions of competent jurisdiction and regulations properly enacted thereunder. In the event any provision of this Agreement is 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 (1) week to discuss any decision which renders any portion of this Agreement null and void and may revise those provisions rendered invalid. In the event the parties are in disagreement on the application and effect of such court decision on the Agreement, either party may institute prompt legal action seeking a judicial determination of decisional effect.

**26.2** 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.

**26.3** 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 legislation 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 Administration hereunder to that extent shall be suspended.

**26.4** In the event a state or federal law affecting this Agreement is enacted or becomes effective 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 law, 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 law.

## **ARTICLE 27 MISCELLANEOUS**

**27.1 Travel Reimbursement:** Bargaining unit members performing assigned and authorized University duties off campus shall be reimbursed for travel in their privately owned vehicles at the rate established by the University.

**27.2 Compensation for Travel Time:** If a bargaining unit employee is required by the University to attend a work-related conference, then time spent attending the conference shall be considered hours worked. If attendance at such a conference requires overnight travel, all time spent traveling during the employee's normal working hours shall be considered hours worked. If an overnight stay is not involved, then only travel time in excess of the employee's normal commuting time shall be considered hours worked.

**27.3 Tuition Remission:** Children and spouses/domestic partners (for purposes of this Article, the term “domestic partner” shall apply to same sex domestic partners only) of bargaining unit members shall be granted remission for instructional fees at YSU, including out-of-state instructional fees where applicable. “Children” for the purpose of tuition remission 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, spouse or domestic partner is eligible for tuition remission. Bargaining unit employees must also properly complete the University’s application/affidavit in order to receive tuition remission. Children shall be eligible for remission to the end of the academic year in which they reach 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. Remission of the general fee shall be granted to members of the bargaining unit only. Bargaining unit members who retire during the term of this Agreement shall continue to be eligible for the fee remission described above, and their children and spouse/domestic partner shall continue to be eligible for fee remission, as described above, to include remission of instructional and general fees. Children of an employee who dies are eligible for fee remission of instructional and general fees until the end of the academic year during which they reach age twenty-five (25). However, a step-child of an employee who dies is only eligible for fee remission as long as the surviving spouse of the deceased employee remains unmarried. A surviving spouse of a deceased employee is eligible for fee remission as long as he/she remains unmarried.

**27.4 Discounts:** Members of the bargaining unit shall receive a discount of twenty percent (20%) on all purchases in excess of five dollars (\$5.00) made on items sold by the University Bookstore. This discount shall be available only for goods purchased by the bargaining unit member for his/her personal use or for the personal use of their immediate families. Abuse of this privilege shall be grounds for suspension of the individual bargaining unit member's privilege. Members of the bargaining unit shall be entitled to a fifty percent (50%) discount on all University Theater and Athletic tickets, for the use of the bargaining unit member or their immediate families.

**27.5 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 University. 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 appropriate University department and in accordance with deadlines established by the University. Charges for materials, facilities, texts, and consumable or other non-instructional items are the responsibility of the enrollee and shall be payable at the time of registration. If an eligible individual enrolls in a non-credit course which is subsequently canceled due to insufficient enrollment or other reasons, such cancellation shall not affect the number of fee remissions the individual is entitled to receive in a given calendar year. Final and binding determination of the required enrollment level in any given course rests with the University.

**27.6 Lounges:** In each major building on campus, (i.e., Kilcawley Center, Cushwa Hall, Bliss Hall, DeBartolo Hall, Fedor Hall, Tod Administration Building, Jones Hall, Moser Hall, Ward Beecher, Beeghly Physical Education Center, Maag Library, Stambaugh Complex, Williamson Hall, Meshel Hall and Beeghly Hall) there shall be an area in which employees may lounge. Reasonable walking time (2 - 3 minutes) each way shall be provided to bargaining unit members at lunch when they are assigned to campus buildings without lounge areas.

**27.7 Uniforms, Tools and Equipment:** Should the University require bargaining unit members to wear uniforms, the University shall bear the cost of such uniforms. Uniforms shall remain the property of the University and must be returned to the University upon separation of employment or to receive replacements. If provided, uniforms must be worn by employees while at work. Employees shall be provided a maximum of five (5) full sets of uniforms upon appointment and up to five (5) full replacements per fiscal year as needed thereafter. If flame resistant (FR) rated uniforms are issued they must be worn only at work and will be laundered and mended by the University. The University will provide employees with a private changing location, a designated area for the drop off and pickup of laundering and mending requests and a locker for non-work clothing of bargaining unit employees required to wear FR rated uniforms. Other required safety clothing, equipment, and/or devices shall also be provided by the University at no cost to the bargaining unit member and must be worn and/or utilized by the bargaining unit member in accordance with applicable University policy and/or Occupational Safety and Health Act rules and regulations. Bargaining unit members whose primary work duties are performed outdoors shall be issued apparel sufficient to reasonably protect them from the elements. The University also agrees to furnish and maintain in safe working condition all tools and equipment used by the bargaining unit members.

Bargaining unit member's questions and/or complaints concerning these matters will be addressed first to the supervisor or department head. If unresolved, questions and/or complaints concerning uniforms will be addressed to the Chief Human Resources Officer; questions and/or complaints concerning safety items will be addressed to the Director of Environmental and Occupational Health and Safety or his/her designee.

**27.8 Non-University Duty Assignment:** A bargaining unit member who believes he/she is being improperly assigned duties not related to the bargaining unit member's job description, may - after having discussed the matter with his/her supervisor or department head - submit a written request to the Chief Human Resources Officer or designee for a review of the alleged improper assignment. The University shall review such requests and shall respond promptly in writing. If the bargaining unit member continues to believe he/she is being assigned duties not related to their job description, he/she may file a grievance under the Provisions of Article 9 ("Grievance Procedure"). In no event shall a bargaining unit member (e.g. secretary/administrative assistant, etc.) be assigned duties related to another employee's personal interests.

**27.9 Job Responsibilities and Priorities:** Academic department chairpersons, consulting the bargaining unit members as part of the process, will annually develop: 1) a statement of priorities concerning work assigned to secretarial/clerical staff; 2) guidelines describing the responsibilities of secretarial/clerical staff to faculty; and 3) the fact that secretarial/clerical staff are under the supervision of the chairperson. After the document has been approved by the Chief Human Resources Officer, it will be communicated in writing to departmental secretarial/clerical staff. It will be shared with faculty and Professional/Administrative staff annually at departmental meetings in September and posted in the department.

**27.10 Parking:** 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. The Union will annually appoint a bargaining unit member to be a member of the University's Parking and Traffic Committee.

**27.11 Breaks:**

- A) Each bargaining unit member shall be entitled to receive one (1) 15-minute break for each four (4) hour shift during the work day. The break shall be taken at approximately the middle of each shift. Break periods shall never abut the lunch period.
- B) Bargaining unit members shall be entitled to receive a five-minute “wash-up” break before lunch time and before the end of the shift.

**27.12 Payroll Deductions:** Upon proper individual authorization, the Administration shall administer the following payroll deductions each pay period:

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

**27.13 Video Surveillance:** All video surveillance will be directed by the YSU police department.

**27.14 Part-Time Teaching:** A member of the bargaining unit may, with the prior approval of his/her department head, engage in part-time teaching service during his/her normal work hours. Time spent on part-time teaching shall not count toward the forty (40)-hour schedule referenced in Article 10.2. A member of the bargaining unit will be approved to engage in part-time teaching before or after his/her respective work shift or during his/her unpaid lunch.

**27.15** The Union and University shall share a designated, secure area in the Department of Human Resources for the purpose of displaying both individual and joint awards for exemplary performance. The Union President and Chief Human Resources Officer shall share authority regarding posting and/or removal of material.

**27.16 Andrews Student Recreation and Wellness Center:** Members of the bargaining unit shall have access to the Andrews Recreation and Wellness Center during normal operating hours. In addition, dependent children aged 18 or older and spouses/domestic partners of bargaining unit members shall have access to the Andrews Recreation and Wellness Center during non-peak hours as indicated by the Director of the Wellness Center and based on utilization data for an annual fee of \$100 per person or \$200 per family. At the beginning of each semester, non-peak hours shall be defined and that information distributed to all employees.

## **ARTICLE 28 INTERMITTENT EMPLOYEES**

**28.1** Any intermittent employee who accumulates five hundred sixty (560) hours or more in active pay status during any contract year with the University shall be considered to be a member of the bargaining unit. Any bargaining unit member who is displaced through layoff to an intermittent position will maintain bargaining unit status and be entitled to all provisions within state law and Article 16 regarding recall rights.

**28.2** Once in the bargaining unit, an intermittent will not lose bargaining unit member status due to a reduction in hours below five hundred sixty (560) in a contract year. The University shall terminate an intermittent employee who is employed for zero (0) hours in one (1) contract year.

**28.3** Intermittent bargaining unit employees will be scheduled to work based on departmental seniority in accordance with Section 29.1.B. The University has the right to reduce the hours worked by an intermittent employee at any time. If the University determines it will schedule an intermittent bargaining unit member for less than five hundred sixty (560) hours in a contract year, the University will notify the bargaining unit member of his/her schedule reduction. Prior to reducing an intermittent bargaining unit member's hours below five hundred sixty (560) hours, the University will cease scheduling intermittent non-bargaining unit members in the same classification or in a lower classification in the same classification series in the department.

**28.4** Intermittent bargaining unit employees who acquire more than 1,040 hours in active pay status in a contract year shall be given permanent part-time status. Intermittent bargaining unit employees acquiring more than 1,560 hours in active pay status in a contract year, shall be given regular full-time status. However, intermittent bargaining unit employees will not be scheduled to work for more than 999 hours in a contract year unless the President or his/her designee approves an intermittent bargaining unit employee to be scheduled 1,000 or more hours. The scheduling or working an intermittent bargaining unit employee for 1,000 or more hours will not entitle an employee to permanent part-time or regular full-time status unless the President has previously approved in writing the establishment of a permanent part-time or full-time position. In instances where an intermittent bargaining unit employee reaches 800 hours in active pay status during a contract year, the University may seek approval for the conversion to either permanent part-time or regular full-time status. The University will notify the employee and his/her immediate supervisor, in writing, when the request is being made. The employee and his/her immediate supervisor will also be notified, in writing, of the response to the request prior to the employee reaching 999 hours.

**28.5** Intermittent bargaining unit employees may be scheduled to work up to eighty (80) hours in a bi-weekly pay period. Intermittent bargaining unit employees will be scheduled on a departmental seniority basis to work up to twenty (20) hours per week before scheduling non-bargaining unit intermittents in the same classification in their respective departments. If there is a need to concurrently schedule intermittents, intermittent bargaining unit employees will be scheduled for the maximum hours of work available during the period of concurrent scheduling limited, however, by the bi-weekly maximum and an eight (8) hour day. Intermittent staff who are in active pay status more than forty (40) hours in a work week are entitled to compensation at one and one-half (1.5) hours of pay for each one (1) hour in active pay status over forty (40) hours in a work week.

**28.6** The following articles of the agreement will apply to intermittent bargaining unit employees. If there is a conflict between this article and any other article of the agreement involving provisions that apply to intermittent employees this article shall be determinative.

The applicable articles are: Article 1, Agreement and Recognition; Article 2, Scope of Unit; Article 3, Pay; Article 4, Retained Rights; Article 5, Union Rights; Article 6, University/Union Relations and Responsibilities; Article 7, Employee Discipline; Article 8, Personnel Files; Article 9, Grievance Procedure; Article 10, Work Schedules; Article 12, Overtime; Article 13, Evaluations; Article 14, Vacancies, Transfers and Promotions (except the University is not required to post intermittent positions and intermittent employees must complete a 560 hour probationary period); Article 18, Health and Safety; Article 19, Non-Discrimination; Article 20, Classifications and Position Audits; Article 21, Retirement (except retired intermittent employees, their spouses, domestic partners and children are not eligible to receive fee remission); Article 23, Union Financial Security; Article 24, No Strike/No Lockout; Article 25, Contracting; Article 26, Separability; Article 27, Miscellaneous (except Tuition Remission and Discounts for intermittent employees are described in B and C below); Article 29, Seniority; Article 30, Term of Agreement; Article 31, Student Employees and Article 32, Intellectual Property Rights.

In addition, the following provisions shall also apply to intermittent bargaining unit employees:

- A) The individual receives 3.4 hours of sick leave for every eighty (80) hours in active pay status to be accrued and taken in accordance with the provisions of Article 15, unpaid Workers' Compensation leave (except intermittent employees are not eligible to receive health insurance coverage from the University), Training Leave, Administrative Leave, Legal Leave, Military Leave, Emergency Sick Leave Reserve, Bereavement Leave, Political Leave, Transitional Work Programs and Emergency Leave (all of these provisions are found in Article 15).
- B) The individual is entitled to coverage for Dental, Vision and Prescription Drug Card in accordance with the provision of Article 22, provided the employee pays the full premium cost at the group rate.
- C) **Discounts:** Intermittent members of the bargaining unit who work an average of five hours (5) per week for the previous six months, shall receive a discount of twenty percent (20%) on all purchases in excess of five dollars (\$5.00) made on items sold by the University Bookstore. This discount shall be available only for goods purchased by the bargaining unit member for his/her personal use or for the personal use of their immediate families. Abuse of this privilege shall be grounds for suspension of the individual bargaining unit member's privilege. Members of the bargaining unit, who work an average of five hours (5) per week for the previous six months, shall be entitled to a fifty percent (50%) discount on all University Theater and Athletic tickets, for the use of the bargaining unit member or their immediate families.
- D) Intermittent members of the bargaining unit who work an average of five hours (5) per week for the previous six months shall receive remission of one-half of the instructional and general fees at YSU, including out-of-state fees where applicable, for up to six (6) semester hours of credit each term.

## **ARTICLE 29 SENIORITY**

**29.1** There shall be two (2) forms of seniority for bargaining unit members.

- A) **University Seniority:** This is a bargaining unit member's total service with the University. University-wide seniority shall be applied in determining vacation sign-up and in the filling of vacant positions (as defined elsewhere in this Agreement).
- B) **Departmental Seniority by Classification:** This is a bargaining unit member's total service in a specific classification in a specific department. The bargaining unit member who has the greatest departmental seniority by classification in a specific department has seniority rights (as defined elsewhere in this Agreement) over other bargaining unit members in that classification in that department for all purposes except for those mentioned in Section 29.1.A and Article 16 ("Layoff and Recall").
- C) **Tie Breaker:** The parties agree to utilize the following procedure if two or more members of the bargaining unit hold the same position within the same department and have the identical seniority dates:
  - 1. If two or more bargaining unit members have the same amount of time in a particular classification, the first tiebreaker is the date of continuous University service. Continuous service is that service unbroken by a resignation or termination from the University.
  - 2. In the event that a tie is not broken by the foregoing procedure, the second tiebreaker shall be the uninterrupted service of an employee with a state agency, a county office, or a state-supported college or university where no break in service occurs.
  - 3. In the event a tie is not broken by either of the foregoing procedures, we will use the last four digits of the Social Security Number, in ascending order with the lowest number prevailing (i.e. 0001, 0002, 0003, 0004 – 0001 Prevails).

**29.2** A bargaining unit member's University and departmental seniority by classification will continue uninterrupted when activated to military leave as defined in Article 15. Such bargaining unit member will continue to accrue seniority as if he/she is in active pay status.

**29.3** The parties agree that any bargaining unit employee that is a rehired retiree will be considered a new employee for the purpose of leave accruals and retention points and will receive service credit only for time worked since the employee was rehired.

**29.4** A bargaining unit member's University and departmental seniority shall terminate if a bargaining unit member:

- A) Quits or resigns.
- B) Is discharged for cause.
- C) Fails to report to work as scheduled after leave of absence or layoff, without notifying the University of problems.

**29.5** Bargaining unit members' departmental and University seniority lists shall be maintained by the University and shall be furnished to the Union quarterly.

**ARTICLE 30**  
**TERM OF AGREEMENT**

**30.1** This Agreement shall commence at 12:01 a.m. on August 16, 2011 and remain in effect until 11:59 p.m. on August 15, 2014.

**30.2** Either party may notify the other not later than 90 days prior to the expiration of this Agreement that it desires to terminate or modify the Agreement. In this event, the parties will meet no later than June 1, 2014, to commence negotiations.

**ARTICLE 31**  
**STUDENT EMPLOYEES**

**31.1** The Union acknowledges the right and responsibility of the University, as stated in its mission statement, to employ students. In doing so the University agrees not to abuse this right, including employing students to perform duties which have been or are only and/or exclusively performed by bargaining-unit members. The parties recognize that there are certain duties which are performed by both bargaining-unit members and students. During times of unfilled vacancies, bargaining unit member responsibilities that are the same as those described in student position descriptions may be temporarily assigned to a student employee within the area of the vacancy. When possible, student employees shall be functionally supervised by a bargaining unit member(s) while performing duties related to bargaining-unit work. No student employee shall supervise the work of a bargaining unit member(s). Furthermore, the University agrees that it will not eliminate bargaining unit positions in the exercise of this right.

**31.2** When a change to a bargaining-unit position occurs (i.e., vacancy, promotion, demotion, retirement, death, leave, or any separation of service) the University will complete a "CLASSIFIED POSITION INFORMATION FORM" Appendix I, and distribute a copy to the Union within ten (10) days.

**31.3** The University will form a review committee to investigate an allegation of abuse by the University with regard to the employment of students. This committee is to be comprised of four representatives appointed by the University and four representatives appointed by the Union. This committee is to be convened, shall investigate, which can include interviewing witnesses, and shall report its findings to the University and Union within twenty (20) days of notification of the allegation to the Human Resources Department. The University shall forward all information requested by the Union to the Union representatives on the committee pertaining to the allegation in a timely manner in order for the committee to perform its task within the twenty (20) days. The University will afford committee members ample release time to fulfill their obligations to the committee. If the committee finds that the allegation is true, the University shall immediately cease and desist from the action. If the committee finds that the allegation is not true, that finding shall be binding on the Union. If the Committee does not render a finding within twenty (20) days or is deadlocked, the Union reserves the right to grieve the alleged action.

**ARTICLE 32**  
**INTELLECTUAL PROPERTY RIGHTS**

The rights to intellectual property between any member of the bargaining unit and the University shall be governed by the applicable provisions of state and federal law. Intellectual properties may be one of three (3) types:

- A) Independent staff efforts are those properties created by the bargaining unit member(s) without any University support or compensation.
- B) Works for hire are written University-commissioned projects which are the result of the bargaining unit member and the University knowingly and voluntarily entering into a written agreement to create a specific intellectual property; such efforts are not in fulfillment of the bargaining unit member's normal duties and responsibilities.
- C) Joint efforts occur when the bargaining unit member and the University knowingly and voluntarily enter into a written agreement to create an intellectual property as part of the fulfillment of his/her normal duties and responsibilities.

## SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized agents and officers, have affixed their signature.

FOR THE YOUNGSTOWN STATE  
UNIVERSITY ASSOCIATION OF  
CLASSIFIED EMPLOYEES:

FOR THE YOUNGSTOWN STATE  
UNIVERSITY:

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Paul Trimacco  
*President*

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Cynthia Anderson  
*President*

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Frank Betsa  
ACE Chief Negotiator

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Daniel Suchora  
YSU Chief Negotiator

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Helen Matusick  
OEA Labor Relations Consultant

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George Crisci  
Special Counsel

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Brian Brennan

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Martin Bramlett

---

John Dalbec

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John Hyden

---

Patricia O'Shaughnessy

---

Elaine Jacobs

---

Melodie Provencher

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Richard Marsico

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Mary Slaven

## Exhibit 1

Pay Grade	Hourly Rate	Step	Index	% Modifier	Interval
1	\$12.36	1	1.0000	0.0%	Entry
2	\$12.84	2	1.0150	1.5%	1 year
3	\$13.36	3	1.0302	1.5%	1 year
4	\$13.92	4	1.0457	1.5%	1 year
5	\$14.55	5	1.0614	1.5%	1 year
6	\$15.23	6	1.0773	1.5%	1 year
7	\$15.93	7	1.0935	1.5%	1 year
8	\$16.72	8	1.1099	1.5%	1 year
9	\$17.67	9	1.1265	1.5%	1 year
10	\$18.96	10	1.1434	1.5%	1 year
11	\$20.52	11	1.1606	1.5%	1 year
12	\$22.17	12	1.1780	1.5%	1 year
13	\$24.29	13	1.1957	1.5%	1 year
14	\$26.58	14	1.2136	1.5%	1 year
15	\$29.21	15	1.2318	1.5%	1 year
16	\$32.10	16	1.2503	1.5%	1 year
17	\$35.29	17	1.2691	1.5%	1 year
23	\$12.99	18	1.2881	1.5%	1 year
24	\$13.55	19	1.3074	1.5%	1 year
25	\$14.15	20	1.3270	1.5%	1 year
26	\$14.77	21	1.3469	1.5%	1 year
27	\$15.44	22	1.3671	1.5%	1 year
28	\$16.28	23	1.3876	1.5%	1 year
29	\$17.20	24	1.4084	1.5%	1 year
30	\$18.27	25	1.4295	1.5%	1 year
31	\$19.64	26	1.4509	1.5%	1 year
32	\$21.31	27	1.4727	1.5%	1 year
33	\$23.21	28	1.4948	1.5%	1 year
34	\$25.32	29	1.5172	1.5%	1 year
35	\$27.64	30	1.5400	1.5%	1 year
36	\$30.25	31	1.5631	1.5%	1 year
		32	1.5865	1.5%	1 year
		33	1.6103	1.5%	1 year
		34	1.6345	1.5%	1 year
		35	1.6590	1.5%	1 year
		36	1.6839	1.5%	1 year
		37	1.7092	1.5%	1 year

# **APPENDIX A** **CLASSIFICATIONS OF POSITIONS** **INCLUDED IN THE BARGAINING UNIT**

Audio Visual Technician	Library Assistant
Audio Visual Specialist	Library Media Technical Assistant 1 and 2
A/V Service Supervisor 1 and 2	Lifeguard 1 and 2
Account Clerk 1, 2 and 3	Locksmith 1 and 2
Accountant 1, 2 and 3	Mail Clerk/Messenger
Administrative Assistant 1, 2, 3 and 4	Maintenance Engineer 1
Administrative Secretary 1 and 2	Maintenance Repair Worker 1, 2 and 3
Air Quality Technician 1 and 2	Microbiologist 1, 2 and 3
Assistant Air Quality Technician	Mover 1, 2 and 3
Assistant Auto Mechanic	Nurse 1 and 2
Assistant Carpenter	Nurse Supervisor 1
Assistant Electrician	Office Manager 1 and 2
Assistant Locksmith	Painter 1 and 2
Assistant Plumber	Parking Facility Attendant
Assistant Sheet Metal Worker	Parking Facility Supervisor
Assistant Sales Manager 1 and 2	Personnel Aide
Automotive Mechanic 1, 2 and 3	Photographic Specialist
Building Maintenance Supervisor 1 and 2	Plant Maintenance Engineer 1, 2 and 3
Carpenter 1 and 2	Plumber 1 and 2
Carpenter Supervisor	Press Operator
Cashier 1 and 2	Printing Coordinator 1
Chemical Storekeeper 1 and 2	Printing Machine Operator 1, 2 and 3
Chemical Stores Clerk	Printing Technician 1 and 2
Clerical Specialist	Programmer Analyst 1, 2, 3, 4 and 5
Clerical Supervisor	Purchasing Agent 1 and 2
Clerk 1 and 2	Purchasing Assistant 1 and 2
Communications Technician 1, 2 and 3	Purchasing Specialist
Computer Operation Supervisor 1	Records Management Officer
Computer Operator 1 and 2	Records Management Supervisor
Custodial Work Supervisor	Recreation Facilities Manager 1, 2, 3
Custodial Worker	Sales Clerk 1 and 2
Data Entry Operator 1 and 2	Sales Manager 1, 2 and 3
Data Systems Coordinator 1, 2 and 3	Secretary 1 and 2
Delivery Worker 1 and 2	Sheet Metal Worker 1 and 2
Drafting Coordinator	Software Specialist 1 and 2
Drafting Technician 1 and 2	Stationary Engineer 1 and 2
Electrician 1 and 2	Statistics Clerk
Electronic Technician 1, 2 and 3	Stenographer 1 and 2
Electronic Technologist	Storekeeper 1 and 2
Employee Benefits Coordinator 1 and 2	Storekeeper Supervisor
Environmental Scientist 1, 2 and 3	Stores Clerk
Environmental Tech 1 and 2	Student Loan Specialist 1 and 2
Examiner 1, 2, 3, 4, and 5	Student Loan Specialist Supervisor
Food Service Worker	Student Services Counselor
Graphic Artist	Systems Analyst 1, 2, 3, and 4
Groundskeeper 1, 2 and 3	Technical Typist
Housekeeping Manager 1, 2, and 3	Telephone Operator 1 and 2
Inventory Control Specialist 1 and 2	Telephone Supervisor
Laboratory Animal Technician 1	TV and Radio Production Coordinator
Laboratory Assistant	Typist 1 and 2
Laboratory Machinist 1 and 2	Vehicle Operator 1 and 2
Laboratory Technician 1 and 2	Word Processing Specialist 1, 2, 3
Laboratory Technologist	
Laborer	
Laundry Worker	
Layout Design Artist	
Layout Design Supervisor	

# **APPENDIX B** **CLASSIFICATIONS OF POSITIONS** **EXCLUDED FROM THE BARGAINING UNIT**

## **Classification:**

Administrative Assistant 1  
 Administrative Assistant 2  
 Administrative Assistant 2  
 Administrative Assistant 2  
 Administrative Assistant 2  
 Administrative Assistant 2  
 Administrative Assistant 2  
 Administrative Assistant 2  
 Administrative Assistant 3  
 Administrative Assistant 3  
 Administrative Assistant 4  
 Groundskeeper Supervisor  
 Inventory Control Specialist Supervisor  
 Personnel Aide  
 Personnel Administrator 1  
 Personnel Administrator 1  
 Secretary 2  
 Secretary 2  
 Secretary 2  
 Systems Analyst 3  
 Systems Analyst 3

All University Dispatchers, Police Officers,  
 and Law Enforcement Officers

## **Department:**

Human Resources  
 Janitorial Services  
 Parking Services  
 Provost  
 Office of the President  
 Office of Student Accounts & University Receivables  
 Office of the General Counsel  
 Media & Academic Computing  
 Human Resources  
 Human Resources  
 Care of Grounds  
 Materials Management  
 Human Resources  
 Human Resources  
 Human Resources  
 Human Resources  
 Human Resources  
 Human Resources  
 Computer Services  
 Computer Services

YSU Police Department

**APPENDIX C  
GRIEVANCE FORM**

Date Filed: \_\_\_\_\_\*

- ☐ Filed through YSU-ACE  
Grievance Committee
- ☐ Filed independently  
of YSU-ACE

Name of Grievant: \_\_\_\_\_

Department: \_\_\_\_\_

Home Address: \_\_\_\_\_

Date Cause of Grievance Occurred: \_\_\_\_\_

**Statement of Complaint of Grievant:** *(attach supporting documents if appropriate)*

**Section of Agreement to Have Been Violated:**

**Remedy Sought:**

	_____ Grievant's Signature	_____ Date
cc: Grievant	Principal Administrative Officer	
YSU-ACE	Chief Human Resources Officer	
Department Head	Director of Labor Relations	
Dean/Executive Director		

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

# APPENDIX D EVALUATION FORM



## YOUNGSTOWN STATE UNIVERSITY CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION

Before completing this form, please read the attached directions and evaluation instructions.

<b>Employee Name</b> (last name first) _____	<b>Department</b> _____	<b>Type of Rating</b> Probationary: <input type="checkbox"/> Midpoint <input type="checkbox"/> Final <input type="checkbox"/> Annual <input type="checkbox"/> Promotion <input type="checkbox"/> Special
--	-------------------------	--

This completed performance evaluation should be returned to the Human Resources Office no later than \_\_\_\_\_.

**CIRCLE APPROPRIATE NUMBER**

**QUALITY OF WORK** (accuracy, neatness, thoroughness)

Unsatisfactory	Needs Improvement	Satisfactory	Exceeds Requirements	Outstanding
0	1	2	3	4

**QUANTITY OF WORK** (volume, speed)

Unsatisfactory	Needs Improvement	Satisfactory	Exceeds Requirements	Outstanding
0	1	2	3	4

**JOB KNOWLEDGE** (understands duties, responsibilities, procedures)

Unsatisfactory	Needs Improvement	Satisfactory	Exceeds Requirements	Outstanding
0	1	2	3	4

**ADAPTABILITY** (willingness, adjustment to change)

Unsatisfactory	Needs Improvement	Satisfactory	Exceeds Requirements	Outstanding
0	1	2	3	4

**DEPENDABILITY** (accepts responsibility, follows through, meets deadlines)

Unsatisfactory	Needs Improvement	Satisfactory	Exceeds Requirements	Outstanding
0	1	2	3	4

**COOPERATION** (working with supervisor, other employees, students, and/or general public)

Unsatisfactory	Needs Improvement	Satisfactory	Exceeds Requirements	Outstanding
0	1	2	3	4

**JUDGMENT** (ability to make sound decisions, plan work)

Unsatisfactory	Needs Improvement	Satisfactory	Exceeds Requirements	Outstanding
0	1	2	3	4

**INITIATIVE** (motivation, interest in work, originality)

Unsatisfactory	Needs Improvement	Satisfactory	Exceeds Requirements	Outstanding
0	1	2	3	4

**PUNCTUALITY & RELIABILITY** (observes scheduled working hours; maintains good attendance record)

Unsatisfactory	Needs Improvement	Satisfactory	Exceeds Requirements	Outstanding
0	1	2	3	4

**OVERALL RATINGS**

Unsatisfactory	Needs Improvement	Satisfactory	Exceeds Requirements	Outstanding
0	1	2	3	4

Sign to indicate acknowledgement, but not necessarily agreement.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

**RATER'S COMMENTS**

Signature \_\_\_\_\_

Date \_\_\_\_\_

**EMPLOYEE'S COMMENTS**

Signature \_\_\_\_\_

Date \_\_\_\_\_

**REVIEWER'S COMMENTS** (optional)

Signature \_\_\_\_\_

Date \_\_\_\_\_

**RECEIVED FOR PERSONNEL FILE**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Distribution: Human Resources Employee Department

Rev. Effective 10/03

## APPENDIX E

### Search Committee Assessment Form

Position: \_\_\_\_\_

Posting #: \_\_\_\_\_

Search Committee Member: \_\_\_\_\_

Date: \_\_\_\_\_

Candidate Name: \_\_\_\_\_

Vacancy Type:                      Promotion/Transfer  
    Open Competitive

**Criterion:** All candidates will be evaluated on the basis of experience and education (if applicable). Each assessment will be made on a maximum total of ten criteria questions as determined by the search committee. Each criteria will be weighted equally, however, not more than four criteria may be education related. **Only use experience fields labeled “7-10” for that number of Education fields not used. All criteria must be job related and non-discriminatory.** Each candidate should receive a score from 0–5 for each of the ten criteria listed. A score of 0 should be used if the candidate fails to possess or demonstrate that trait or qualification, while a score of 5 should be used if the candidate perfectly fulfills the trait or qualification.

	<b>Score</b>
<b>Education:</b> ( <i>Examples: advanced degree, additional licenses/certifications, specialized training, etc.</i> ) <b>(0-5)</b>	
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

**Experience:** (*Examples: specific software/equipment, specialized materials/ concepts, industry, etc.*)

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
(7). _____	_____
(8). _____	_____
(9). _____	_____
(10). _____	_____

If the position was posted “Open Competitive” adjust the raw score of bargaining unit members with ten (10) or more years of service up by ten percent (10%). Non-probationary bargaining unit members with fewer than ten (10) years should have their raw score adjusted up by five percent (5%). Outside candidates receive no adjustment to their raw score.

Raw Score:

Adjusted Score:

## **APPENDIX F**

### **RECRUITMENT AND SELECTION PROCEDURES**

All classified civil service vacancies are filled through Human Resources. This office coordinates all employment recruiting, testing, screening and referring of qualified candidates for consideration.

Classified civil service vacancies are filled by posting a public notice that vacant positions are to be filled. Open competitive examinations are utilized for certain classified civil service vacancies.

### **TESTED POSITIONS**

Youngstown State University administers competitive civil service examinations for several classifications used at YSU. Following each examination, an eligibility list is created. The term of each eligibility list is one (1) year. However, the University may extend the list's life to two (2) years and/or test additional examinees and add their names (by grade) to the existing list.

Tested position vacancies will be posted for ten (10) working days to allow for non-probationary employees on the eligibility list and non-probationary employees who wish transfers to apply. Only employees currently certified in a position in the same or higher classification in the same classification series as the posted tested position may apply for a transfer. Departments filling a vacancy for which a civil service examination has been administered will be provided by Human Resources with the names of up to the top ten (10) applicants on the eligibility list. Employees who request transfers will be referred with the candidates on the eligibility list.

### **Who Must Take Civil Service Examinations**

When an examination is given by the University for a specific classification, all "provisional" University employees in that classification must take the examination and pass it in order to retain their positions. Provisional employees include employees (1) who have not been appointed to their positions from an eligibility list after having taken and passed the examination previously and (2) who have not successfully completed the probationary period for the position, or who have not remained in the position for a period of six (6) months of continuous service, whichever period is longer.

Conversely, "certified" employees are not required to take the examination to retain their position. Certified employees are those who (1) were appointed to their position from an eligibility list, after having taken and passed the examination for the position, and (2) those who have successfully completed the probationary period for the position, or who have remained in the position for a period of six (6) months of continuous service, whichever period is longer, and (3) those who have retained certification after a classification change.

At the time of appointment, employees are advised by the appointing authority in writing of the nature of their appointment, that is, whether it is "provisional" or "certified."

In addition, University employees must be certified in a classification before they can be considered for subsequent promotion into a position in that classification series.

## **Referrals and Waivers**

Each time a vacancy occurs in a classification that has an eligibility list available, the names of up to the top ten (10) persons on the eligibility list will be referred to the hiring department. A person who is interviewed and then withdraws their name from consideration prior to an offer of appointment will be given a waiver. A person may be waived no more than four (4) times in the same classification. After four times, the person's name is dropped from the list. He/she must retake the test when it is next given in order to be placed on the list. A waiver may be requested at any time up to the actual offer of appointment. However, if a person is offered an appointment and declines it, he/she is automatically dropped from the list. If dropped from a list, an applicant may request to be restored to the list by justifying and requesting such consideration in a letter to the Chief Human Resources Officer, or his/her designee.

## **NON-TESTED POSITIONS**

Vacant permanent full-time and permanent part-time positions for which no civil service examinations have yet been administered are posted for a minimum of ten (10) working days. Vacancy announcements are posted in Human Resources and at the Human Resources web site. Current employees as well as off-campus applicants who meet the posted minimum requirements and are interested in applying for vacant positions must apply online during the designated sign-up period. After the posting deadline date, Human Resources will refer the qualified applicants to the search committee in accordance with Section 14.8 of the collective bargaining agreement. Persons selected from a pool of applicants resulting from a job posting will be given either provisional or certified appointments. If the selected applicant is currently certified, and if the position he/she is selected for is in the same classification series as the position currently held, the appointment will be certified. Conversely, if the selected applicant is currently provisional and/or if the position is outside his/her current classification series, the appointment will be provisional.

## APPENDIX G

### 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 \_\_\_\_\_

## **APPENDIX H HEALTH 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:

Medical = the sum of the Expected Claims Liability, Fixed Costs and the midpoint between the Expected Claims Liability and Maximum Claims Liability.

Rx = Expected Claims Liability + (Expected Claims Liability x 15%) + Fixed Costs

Dental = Expected Claims Liability + (Expected Claims Liability x 15%) + Fixed Costs

Vision = Expected Claims Liability + (Expected Claims Liability x 15%) + Fixed Costs

**Funding Rates** are currently based on Single or Family. Effective with negotiated medical and prescription drug plan changes scheduled for implementation on January 1, 2012, that structure will change to 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.

**Margin** represents the difference between the Maximum Claim Liability (applies to medical only) and Expected Claims Liability. This amount is based on the Aggregate Stop Loss level of 125% and is calculated by multiplying Expected Claims Liability by 125%.

**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. These are claims for which members have received services but the claims have not been paid or billed to the University.

**Surplus** represents amounts in the Health Care Fund exceeding IBNR Reserves + Margin.

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

**Fixed Costs** = Administrative Costs + Stop Loss Premiums

The July, 2011 – June, 2012 Funding Level and Funding Rates have already been established using the Fully Insured Equivalent and will not be recalculated until July 1, 2012. However, if the proposed Plan changes are approved, the revised Funding Rates, will be converted to the three-tier rate structure and be effective on the effective date of the Plan changes.

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

Effective with the proposed Plan changes, and future Contract Periods, the Funding Rates will be based on Employee Only; Employee + One Dependent; and Family (Employee + two or more dependents).

At the time the July 1st Funding Level is established, any amount in the Health Care Fund exceeding IBNR Reserves + Margin will be called Surplus. Only after the IBNR Reserve and Margin are fully funded, will Surplus be used to reduce the Funding Level.

If at the end of each Fiscal Year/Contract Period, the Funding Level exceeds the Actual Costs, the "excess" funds will be allocated to the Health Care Fund to establish adequate IBNR Reserve and/or Margin, until both are fully funded.

If, at the end of any Contract Period, the Funding Level was not adequate to cover Actual Costs, that “loss” would be carried over to the next Contract Period by adding the “loss” to the Funding Level calculation.

To reduce the Funding Level, the Health Care Advisory Committee (HCAC) may recommend some combination of changes in coverage, i.e. deductibles, coinsurance or copays. Funding Level changes on the effective date of any plan changes.

#### EMPLOYEE CONTRIBUTIONS:

Employees will contribute, via payroll deduction, an aggregate of 10% of the Funding Level in the first year of the contract (effective January 1, 2012); 12% in the second year (effective July 1, 2012); and 15% in the third year (effective July 1, 2013). In each year of the contract, once the funding rates are determined for the Employee Only; Employee + One Dependent; and Family (Employee + two or more dependents) contracts, the Employer 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 once in the before January 1, 2012, a second time before July 1, 2012, and 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:

1. Effective January 1, 2012: Minimum 7%; Maximum 21%
2. Effective July 1, 2012: Minimum 8%; Maximum 21%
3. Effective July 1, 2013: Minimum 11%; Maximum 21%

Example of Funding Level calculation for Medical: (NOTE: The amounts used in this calculation are illustrative only.)

Maximum Medical Claims Liability	=	\$12,500,000
Less Expected Medical Claims Liability	=	<u>\$10,000,000</u>
Margin	=	\$ 2,500,000
Midpoint	=	\$ 1,250,000
Fixed Costs	=	\$ 1,000,000

Then

Expected Medical Claims Liability	=	\$10,000,000
Midpoint	=	\$ 1,250,000
Fixed Costs	=	<u>\$ 1,000,000</u>
Funding Level	=	\$12,250,000

Example of Funding Level calculation for Rx (also applies to Dental and Vision): (NOTE: The amounts used in this calculation are illustrative only.)

Expected Rx Claims Liability	=	\$2,000,000
+ 15% of Expected	=	\$ 300,000
Fixed Costs	=	\$ 10,000

Then

Expected Rx Claims Liability	=	\$ 2,000,000
+ 15% of Expected	=	\$ 300,000
Fixed Costs	=	<u>\$ 10,000</u>
Funding Level	=	\$ 2,310,000

## Youngstown State University

	SuperMed Plus - Option 1	
Benefit	Network	Non-Network
Dependent Age (effective 7/1/2011)	Age 26 - Removal at end of month	
Older Aged Child (effective 7/1/2010)	Age 28 - Removal end of month; cost of coverage at employee's expense	
Deductible <sup>1</sup>	\$250/\$500	\$425/\$950
Coinsurance	90%	70%
Out-of-Pocket Maximum Single/Family (Excluding Deductible)	\$925/\$1,725	\$2,000/\$4,000
Overall Annual Benefit Period Maximum	\$2,500,000	
<b>Provider/Office Services</b>		
Office Visit (PCP)	\$15 copay, then 100%	
Office Visit (APN as PCP)	Not covered	
Office Visit (Specialist)	\$15 copay, then 100%	
Urgent Care (visit only)	\$15 copay, then 100%	
Allergy Testing	90% after deductible	70% after deductible
Allergy Treatments	90% after deductible	70% after deductible
All Immunizations (Adult)	90% after deductible	70% after deductible
<b>Routine/Preventive</b>		
Routine Physical Exams	\$15 copay, then 100%	
Well Child Care to age 9 (Includes All Immunizations and Labs)	\$15 copay, then 100%	
Routine Xrays, Labs and Medical Tests	100% no deductible	70% after deductible
Routine Mammogram (one/calendar year)	100% no deductible	70% after deductible
Routine Pap Test (one/calendar year)	100% no deductible	70% after deductible
Routine Colonoscopy	100% no deductible	70% after deductible
Routine PSA Test	100% no deductible	70% after deductible
Routine Vision Exam (one/calendar year)	100% no deductible	70% after deductible
Routine Hearing Exam (one/calendar year)	100% no deductible	70% after deductible
<b>Inpatient Facility</b>		
Inpatient Facility	90% after deductible	70% after deductible
Skilled Nursing Facility	90% after deductible	70% after deductible
Maternity Services	90% after deductible	70% after deductible
Professional Services	90% after deductible	70% after deductible
<b>Outpatient Services</b>		
Outpatient Facility	90% after deductible	70% after deductible
Diagnostic X-Ray & Lab	90% after deductible	70% after deductible
Physical/Occupational Therapy	90% after deductible	70% after deductible
Chiropractic Therapy	40 visit combined maximum/calendar year	
	90% after deductible	70% after deductible
Speech Therapy	12 visit maximum/calendar year	
	90% after deductible	70% after deductible
	20 visit maximum/calendar year	
Cardiac Rehab Therapy	90% after deductible	70% after deductible
	Unlimited Visits	
Supplemental Accident	Not Covered	
Emergency Room	\$75 copay, then 100%	
Emergency Use		
Non-Emergency Use	90% after deductible	70% after deductible
<b>Additional Services</b>		
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
	\$5,000 Limit/calendar year	
Home Healthcare	90% after deductible	70% after deductible
Human Organ Transplant	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Inpatient Mental Health & Substance Abuse	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health & Substance Abuse		

<sup>1</sup> Excludes 4th Quarter Deductible Carryover



**Youngstown State University  
SuperMed® Script <sup>1, 2</sup>  
Prescription Drug Program**

Benefits	Copay	Day Supply
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
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)	
<b>SuperMed Script Retail Program with Oral Contraceptive Coverage – for the initial filling and up to one refill of a prescription drug</b>		
Proton Pump Inhibitors (i.e., Prilosec OTC – Omeprazole)	\$0	30
Generic Copayment	\$4	30
Formulary Copayment	25% (\$30 max)	30
Non-Formulary Copayment	25% (\$75 max)	30
<b>SuperMed Script Retail Program with Oral Contraceptive Coverage – after the second retail fill of a prescription drug</b>		
Generic Copayment	Not Covered	
Formulary Copayment	Not Covered	
Non-Formulary Copayment	Not Covered	
<b>SuperMed Script Home Delivery Program with Oral Contraceptive Coverage</b>		
Generic Copayment	\$10	90
Formulary Copayment	25% (\$60 max)	90
Non-Formulary Copayment	25% (\$175 max)	90

**Note:** In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives. Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

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.

**Important Information for Diabetics:** you may be able to obtain diabetic supplies at no cost to you by participating in MMO's Disease Management program. If you have questions about the program and/or wish to enroll, please call 1-800-861-4826

Includes Coverage Management and Prior Authorization

Covered: Diabetic supplies, including over-the-counter items – insulin, syringes & needles, glucose monitors & meters.  
Allergy Serum

Not Covered: Fertility Drugs, Growth Hormones and Weight Loss Drugs

<sup>1</sup>SuperMed Script contains the following:

- Generic Incentive: If the member or physician requests a brand-name drug and a generic equivalent exists, the member pays the generic copayment PLUS the difference between the cost of the generic drug and the brand-name drug.
- Home Delivery Incentive: When a member chooses to fill a prescription a third time at a retail pharmacy within 180 days, the prescription will not be covered.

<sup>2</sup>Coverage includes Preventive Medications, in accordance with Federal Law.

September 29, 2011

Youngstown State University - eff January 1, 2012 Non-Grandfathered

**APPENDIX I**  
**CLASSIFIED POSITION INFORMATION FORM**

Report No. \_\_\_\_\_

The following information is provided pursuant to the requirements of **ARTICLE 31 STUDENT EMPLOYEES** of the collective bargaining agreement between Youngstown State University and Association of Classified Employees, and is based upon information available to the Human Resources representative on the date this form is completed.

POSITION: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

EMPLOYEE: \_\_\_\_\_

SUPERVISOR: \_\_\_\_\_

REASON FOR CHANGE: *(i.e. vacancy, promotion, demotion, retirement, death, leave, or any separation of service)*

EFFECTIVE DATE OF CHANGE: \_\_\_\_\_

WILL POSITION BE FILLED?    ☐ YES    ☐ NO    ☐ UNKNOWN

IF YES, ANTICIPATED DATE OF APPOINTMENT: \_\_\_\_\_

IF KNOWN, WILL STUDENT EMPLOYEE(S) PERFORM ANY OF THE DUTIES THAT WERE PERFORMED BY THIS POSITION?

☐ YES    ☐ NO    ☐ UNKNOWN

HOW WILL THE DUTIES OF THE POSITION BE PERFORMED AND BY WHOM?

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\_\_\_\_\_  
Signature of Human Resources Representative

\_\_\_\_\_  
Date

## **APPENDIX J**

### **AVAILABLE PARKING**

The designated faculty/staff parking lots shall have card-activated gates installed to restrict parking to full-time and part-time faculty and staff. Gate cards issued to students shall 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. Members of the bargaining unit shall continue to have access to parking decks and "mixed" lots.