

YSU Board of Trustees Meeting Minutes

Regular Meeting, March 3, 2022, 10 a.m. Presidents' Suites, Kilcawley Center

Attendance

Members Present:

Charles T. George, Allen L. Ryan, Jr., J.D., John R Jakubek, Joseph J. Kerola, Elsa Khan, Helen Lafferty, Galatiani G. Lopuchovsky, Anita A. Hackstedde, M.D., Michael A. Peterson, Molly S. Seals, Eric Spiegel

Members Absent:

James E. "Ted" Roberts, J.D.

Guests Present:

Sean Barron, Ron Cole, Julia Csernyik, Adam Earnhardt, Rebecca Fink, Ryan Flemming, Beck Holko, Holly Jacobs, Neal McNally, Ross Morrone, Jordan Record, Mike Sherman, Brian Shrum, Brien Smith, Shannon Tirone, Jim Tressel, Shawn Varso, Sharyn Zembower

I. Call to Order

Chair Jakubek called to order the 381st meeting of the YSU Board of Trustees and introduced the playing of the national anthem.

II. Roll Call

Present at the meeting were trustees:

- George
- Hackstedde
- Jakubek
- Kerola
- Peterson
- Seals
- Ryan

National/Global trustees:

- Lafferty
- Spiegel

Student trustees:

- Lopuchovsky
- Khan

Trustee Roberts was absent.

III. Proof of Notice of the Meeting

Board Secretary Seals said that pursuant to Article II, Section 1, of the Board of Trustees Bylaws, written notice of the meeting was timely provided to each of the trustees, student trustees, national/global trustees and to the president, as well as it was publicly noticed on the Board of Trustees' website and to the news media.

IV. Disposition of the Minutes for the Previous Meeting

Chair Jakubek said that draft copies of the minutes of the board's Regular Meeting held on Dec. 2, 2021, were provided to the trustees prior to the meeting. There being no corrections, additions or deletions thereto, the minutes of the meeting are approved.

V. Report of the President of the University

President Tressel acknowledged the ongoing conflict in the Ukraine. He noted that there are some YSU students and employees from the region or who have family in the region and that the university is working to help them in any way it can. "We should remember that each day is precious, and you sometimes don't know what's coming around the corner," he added. "We will keep all of those good folks in our prayers and our thoughts." Tressel also thanked Trustee Ted Roberts for his nine years of service and Galatiani Lopuchovsky for her two years as a student trustee. Finally, the president said the board's committees met for eight hours on Wednesday to discuss a variety of topics aimed at making "sure we hit the bullseye of our strategic plan," including student success, regional impact and academic distinction. He congratulated the YSU Ethics Bowl team for again placing among the top eight teams in the nation, the men and women track teams for winning the Horizon League indoor championships and the women's basketball team for winning the regular season Horizon League title. While YSU faces challenges, Tressel assured the board that "we have the right people in place with the right intentions and the right work ethic...You can feel good that every day we will become the best we can be."

VI. Presentations

A. Faculty Presentation - Dr. Adam Earnhardt, Professor, Communication

Introduction by Provost Brien Smith

Adam Earnheardt, professor, Communication, presented research titled “Exploring Perceptions of Future Student Communities,” which focuses on the use of the ZeeMee app to foster a sense of belonging for prospective students and to influence their decision to register for orientation and matriculate as a new student.

B. Student Presentation - Beck Holko; Senior, Major: Communication

Introduction by Provost Brien Smith

Beck Holko, senior, Communication, made a presentation on his senior capstone project titled “Direct to Consumer Pharmaceutical Advertising.”

C. Student Organization Presentation - Penguin Productions; Jordan Record and Ryan Flemming

Introduction by Student Trustees: Galatiani Lopuchovsky and Elsa Khan

Penguin Productions is a student programming board that creates events for students and the community. The group’s two most visible events are Fall Fire Fest, the kickoff to YSU’s homecoming weekend, and Federal Frenzy, an all-day music and arts festival in downtown Youngstown scheduled this year for April 23.

D. Athletics Presentation - Brian Shrum, Head Soccer Coach, and Student Athlete, Julia Csernyik

Introduction by Rebecca Fink, Senior Associate Athletics Director

Brian Shrum, head Soccer coach in his fourth year, and team member **Julia Csernyik**, sophomore, Criminal Justice and Political Science major, talked about the soccer program.

VII. Reports of the Committees of the Board

Chair Jakubek said that, in accordance with the board’s practice and in the absence of objection, resolutions recommended by the board’s committees will be considered for adoption by unanimous consent.

A. **Academic Excellence and Student Success Committee**

Chair Jakubek noted that the Academic Excellence and Student Success Committee is recommending four resolutions for approval:

1. Resolution to Modify Textbook Selection Policy, 3356-10-23

2. Resolution to Modify Admission, Retention, and Graduation Standards Policy, 3356-10-06
3. Resolution to Modify Research Misconduct Policy, 3356-10-16
4. Resolution to Authorize Conferral of Honorary Degree - William Kennedy

Hearing no objection, Chair Jakubek declared the resolutions adopted.

B. Institutional Engagement Committee

Chair Jakubek noted that the Institutional Engagement Committee is recommending one resolution for approval:

1. Resolution to Accept WYSU Memberships

Hearing no objection, Chair Jakubek declared the resolutions adopted.

C. Finance and Facilities Committee

Chair Jakubek noted that the Finance and Facilities Committee is recommending four resolutions for approval:

1. Resolution to Modify Contract Compliance and Administration Policy, 335604

2. Resolution to Modify and Retitle Electronic Information Technology (EIT) Accessibility Policy, 3356-5-14

3. Resolution to Approve Changes to Tuition and Fees for the 2022-23 Academic and Fiscal Year
4. Resolution to Approve Interfund Transfers

Hearing no objection, Chair Jakubek declared the resolutions adopted.

5. Report of the Audit Subcommittee

Trustee Peterson reported that the Audit Subcommittee met on March 2, 2022. Kelli L. Miller, former director of Internal Audit now working as a manager in the YSU Division of Workforce Education and Innovation, updated the subcommittee on the Audit Matrix Open Audit Recommendation, the FY22 Second Quarter Internal Audit Plan, the Anonymous Reporting Hotline and Enterprise Risk Management. Peterson said Miller also reviewed the transition plan for the Office of Internal Audit and updated members on the search for a new director. In addition, Peterson said that McNally, vice president for Finance and Business Operations, presented the NCAA Agreed Upon Procedures Report for FY 2021 and also reported on a new audit for WYSU-FM.

6. Report of the Investment Subcommittee

Trustee Ryan reported that the Investment Subcommittee met on March 2, 2022, and approved a Resolution to Approve Clearstead's Recommendation to Rebalance the Non-Endowment Long-Term Investment Pool. The recommendation from John Colla, a representative of Clearstead, includes investing \$2.6 million in the HIG Principal Lending Fund. Ryan said the subcommittee also approved a resolution to Amend the Youngstown State University Non-Endowment Asset Allocation Guidelines.

D. University Affairs Committee

Chair Jakubek noted that the University Affairs Committee is recommending 10 resolutions for approval:

1. Resolution to Ratify Personnel Actions - Athletics
2. Resolution to Modify Drug-Free Environment Policy, 3356-7-20
3. Resolution to Modify and Retitle Administrative Complaint Process - Professional/Administrative Staff not Covered by a Collective Bargaining Agreement Policy, 3356-7-37

4. Resolution to Modify and Retitle Employee Files Policy, 3356-7-39
5. Resolution to Modify Employee Assistance Program Policy, 3356-7-51
6. Resolution to Amend and Restate the Youngstown State University Alternative Retirement Plan
7. Resolution to Ratify the Fraternal Order of Police, Ohio Labor Council, Inc., Collective Bargaining Agreement
8. Resolution Regarding Terms and Conditions for Classified Law Enforcement Employees Excluded from Collective Bargaining
9. Resolution to Ratify Personnel Actions - Faculty and P/A Staff
10. Resolution to Approve the Multi-year Appointment of the Dean of the Williamson College of Business Administration with Rank and Tenure

Hearing no objection, Chair Jakubek declared the resolutions adopted.

E. Governance Committee

Chair Jakubek noted that the Governance Committee is recommending one resolution for approval:

1. Resolution to Amend the Bylaws of the Board of Trustees of Youngstown State University

Hearing no objection, Chair Jakubek declared the resolution adopted.

2. Nomination of Board Officers 2022-23

Chair Jakubek reported that, in accordance with the board's bylaws, the Governance Committee has met and today makes its report to the board regarding its nominations of officers for the year starting this June. Today's report constitutes a first reading only. Voting on the election of officers will take place at the board's June regular meeting. The governance committee's recommendations for the 2022-23 board officers are:

Chairperson - John Jakubek

Vice Chairperson - Charles George

Secretary - Molly Seals

VIII. Communications, Memorials, and News Updates

Memorials

President Tressel recognized the following passings:

- Lyn Deyermond Hemminger, retired professor, Health and Physical Education.
- Mary McFadden, mother of Paul McFadden.
- Domenico Aliberti, retired professor, Foreign Languages.
- Gus Mavrigian, professor and acting chair, Mathematics.
- Gary Houstreau, sports columnist, photographer, creator of *The Valley's Playbook* sports magazine and *The Buckeye Sports Bulletin*.
- Julie Lawrence-Manley, alum and former staff employee.
- Patricia Anne Cooper, mother of Chet Cooper.
- Paul R. Brown, president emeritus, Zane State College.
- Balakrishnan Subramanian, retired professor, Mathematics and Computer Science.
- Richard Shale, retired professor, English.
- Betty Brown Jagnow, publisher, *The Youngstown Vindicator*; president, WFMJ-TV.
- Joseph Nudo, alum and football coach.
- David Lee Tressel, brother of Jim Tressel.

- Warren Young, retired professor and chair, Physics and Astronomy, founder of Ward Beecher Planetarium.
- Frank Betsa, employee, Network Services.

A. Resolutions of Appreciation for Outgoing Board Members

The board unanimously approved Resolutions of Appreciation for Trustee James E. "Ted" Roberts and Student Trustee Galatiani G. Lopuchovsky, whose terms on the board are expiring.

1. Resolution of Appreciation: James E. "Ted" Roberts
2. Resolution of Appreciation: Galatiani G. Lopuchovsky

IX. Unfinished Business

There is no unfinished business.

X. New Business

There is no new business.

XI. Chairperson's Remarks

Board Chair Jakubek said, "Everyone on campus is doing a tremendous job at hand, and we really appreciate that." He said the board's committees covered a lot of ground during Wednesday's all-day meetings. He also indicated difficult decisions have been and will continue to need to be made to achieve the sustainability objective and that the board has confidence in the leadership team to help chart that course. And he said he's hopeful that COVID-19 is fading, "but we still need to be prepared and careful." He added, "It's good to see people back on campus."

XII. Dates and Times of Upcoming Regular Meetings of the Board

The board set the following dates for future quarterly board meetings:

- Thursday, June 23, 2022.
- Wednesday, Sept. 21, 2022.
- Thursday, Dec. 8, 2022

XIII. Adjournment

There being no further business to come before the board, Chair Jakubek entertained a motion to adjourn - moved by Trustee Seals, seconded by Trustee George, and unanimously approved by the board.

APPENDIX

Approved Resolutions



**RESOLUTION TO MODIFY
TEXTBOOK SELECTION POLICY, 3356-10-23**

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

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

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

WHEREAS, the Textbook Selection policy has been reviewed and formatted in accordance with Policy 3356-1-09, Development and Issuance of University Policies.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy Textbook Selection, policy number 3356-10-23, shown as Exhibit attached hereto. A copy of the policy indicating changes to be made is also attached.

3356-10-23 Textbook selection policy.

Responsible Division/Office: Office of Academic Affairs
Responsible Officer: Provost and Vice President for Academic Affairs
Revision History: December 2019; March 2022
Board Committee: Academic Excellence and Student Success
Effective Date: **March 3, 2022**
Next Review: 2027

- (A) Policy statement. Youngstown state university (“university”) is committed to providing affordable high quality educational access for students. Affordable high quality educational access includes minimizing the cost of textbooks and instructional materials while correspondingly ensuring instructional quality and the academic freedom of faculty to select textbooks and instructional materials.
- (B) Purpose. To comply with section 3345.025 of the Revised Code, the Higher Education Opportunity Act of 1965, as amended, and House Bill 110 to assist students in the timely procurement of materials, and to ensure instructional quality.
- (C) Parameters.
 - (1) Textbook and course materials selection.
 - (a) A faculty member may select the textbook(s) and instructional materials to be used in his/her courses unless the faculty member teaches a multi-section or sequential course; in which case, the department faculty who are involved in teaching the course(s) shall provide for textbook selection. In multiple sections of sequential courses that are also prerequisites to advanced courses in the sequence, uniform texts will be selected.
 - (b) Faculty members shall provide written notification regarding textbook and course material selection to the department chair no later than seven calendar days prior to the date established on the university calendar of operations as the textbook order due date. This date shall be on or

before the first day of class registration for the term.

- (c) A faculty member's failure to provide textbook information pursuant to this policy shall result in a default to the same textbook (including the same edition) and course materials previously utilized by the faculty member in that course, if available; or if not available, equivalent textbook and/or course material to be used for the upcoming academic term shall be selected in consultation with the faculty member.

(2) Cost.

- (a) Cost should be an important consideration when selecting textbooks and other course materials that students are required to purchase. Faculty should consider whether the cost of their adopted textbooks and other materials is suitable for their discipline and the course subject. When textbooks and other materials are markedly different in cost, but are comparable in content and quality, the university recommends that faculty select the less costly option.
- (b) The university recommends that faculty select open educational resources when they are appropriate for the faculty members' discipline and course content. Faculty need to notify the bookstore of open education resources on or before the first day of class registration for the term. Open educational resources are freely accessible, openly licensed text, media and digital assets, which include, but are not limited to, college textbooks and online supplements.

(3) Faculty recognize that self-authored materials shall be used pursuant to university policy, rule 3356-7-01 of the Administrative Code, "Conflicts of interest and conflicts of commitment."

3356-10-23 Textbook selection policy.

Responsible Division/Office: Office of Academic Affairs
Responsible Officer: Provost and Vice President for Academic Affairs
Revision History: December 2019; March 2022
Board Committee: Academic Excellence and Student Success
Effective Date: ~~December 5, 2019~~March 3, 2022
Next Review: ~~2024~~2027

- (A) Policy statement. Youngstown state university (“university”) is committed to providing affordable high quality educational access for students. Affordable high quality educational access includes minimizing the cost of textbooks and instructional materials while correspondingly ensuring instructional quality and the academic freedom of faculty to select textbooks and instructional materials.
- (B) Purpose. To comply with section 3345.025 of the Revised Code, ~~and~~ the Higher Education Opportunity Act of 1965, as amended, and House Bill 110 to assist students in the timely procurement of materials, and to ensure instructional quality.
- (C) Parameters.
 - (1) Textbook and course materials selection.
 - (a) A faculty member may select the textbook(s) and instructional materials to be used in his/her courses unless the faculty member teaches a multi-section or sequential course; in ~~which~~ case, the department faculty who are involved in teaching the course(s) shall provide for textbook selection. In multiple sections of sequential courses that are also prerequisites to advanced courses in the sequence, uniform texts will be selected.
 - (b) Faculty members shall provide written notification regarding textbook and course material selection to the department chair no later than seven calendar days prior to the date established on the university calendar of operations as the textbook order due date. This date shall be on or

before the first day of class registration for the term.

(c) A faculty member's failure to provide textbook information pursuant to this policy shall result in a default to the same textbook (including the same edition) and course materials previously utilized by the faculty member in that course, if available; or if not available, equivalent textbook and/or course material to be used for the upcoming academic term shall be selected in consultation with the faculty member.

(2) Cost.

(a) Cost should be an important consideration when selecting textbooks and other course materials that students are required to purchase. Faculty should consider whether the cost of their adopted textbooks and other materials is suitable for their discipline and the course subject. When textbooks and other materials are markedly different in cost, but are comparable in content and quality, the university recommends that faculty select the less costly option.

(b) The university recommends that faculty select open access textbooks and materialsand educational resources when they are appropriate for the faculty members' discipline and course content. Faculty need to notify the bookstore of open education resources on or before the first day of class registration for the term. - Open educational resources are freely accessible, openly licensed text, media and digital assets, which include, but are not limited to, college textbooks and online supplements.

(3) Faculty recognize that self-authored materials shall be used pursuant to university policy, rule 3356-7-01 of the Administrative Code, "Conflicts of interest and conflicts of commitment."



**RESOLUTION TO MODIFY ADMISSION, RETENTION,
AND GRADUATION STANDARDS POLICY, 3356-10-06**

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

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

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

WHEREAS, the Admission, Retention, and Graduation Standards policy has been reviewed and formatted in accordance with Policy 3356-1-09, Development and Issuance of University Policies.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy Admission, Retention, and Graduation Standards, policy number 3356-10-06, shown as Exhibit __ attached hereto. A copy of the policy indicating changes to be made is also attached.

3356-10-06 Admission, retention, and graduation standards.

Responsible Division/Office: Office of Academic Affairs
Responsible Officer: Provost and VP for Academic Affairs
Revision History: march 1998; March 2007; March 2011;
December 2016; March 2022
Board Committee: Academic Excellence and Student Success
Effective Date: **March 3, 2022 (no changes)**
Next Review: 2026

- (A) Policy statement. The university shall establish appropriate rules and regulations governing the requirements for admission to, retention in, and graduation from the university.
- (B) Procedures.
 - (1) Undergraduate standards for admission, retention, and graduation are made by the academic senate in accordance with its charter and bylaws.
 - (2) Graduate student admission, retention, and graduation standards are made by the graduate council in accordance with the "School of Graduate Studies and Research Academic Policy Book."
 - (3) Requirements for admission, retention, and graduation from specific curricula may be set by schools and departments and may be more selective than university requirements. Such recommendations are subject to review and approval by the appropriate dean, provost/vice president for academic affairs, and president.
 - (4) Changes in university standards for admission, retention, and graduation are reported to the academic and student affairs committee of the board of trustees.
 - (5) Academic standards can be found in the current editions of the "Undergraduate Bulletin" and the "Graduate Bulletin."

3356-10-06 Admission, retention, and graduation standards.

Responsible Division/Office: [Office of the Provost](#)[Office of Academic Affairs](#)
Responsible Officer: Provost and VP for Academic Affairs
Revision History: march 1998; March 2007; March 2011;
December 2016; [March 2022](#)
Board Committee: Academic [Excellence](#) and Student [Affairs](#)[Success](#)
Effective Date: [December 1, 2016](#)[March 3, 2022](#) (no changes)
Next Review: 20264

- (A) Policy statement. The university shall establish appropriate rules and regulations governing the requirements for admission to, retention in, and graduation from the university.
- (B) Procedures.
 - (1) Undergraduate standards for admission, retention, and graduation are made by the academic senate in accordance with its charter and bylaws.
 - (2) Graduate student admission, retention, and graduation standards are made by the graduate council in accordance with the "School of Graduate Studies and Research Academic Policy Book."
 - (3) Requirements for admission, retention, and graduation from specific curricula may be set by schools and departments and may be more selective than university requirements. Such recommendations are subject to review and approval by the appropriate dean, provost/vice president for academic affairs, and president.
 - (4) Changes in university standards for admission, retention, and graduation are reported to the academic and student affairs committee of the board of trustees.
 - (5) Academic standards can be found in the current editions of the "Undergraduate Bulletin" and the "Graduate Bulletin."



**RESOLUTION TO MODIFY
RESEARCH MISCONDUCT POLICY, 3356-10-16**

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

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

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

WHEREAS, the Research Misconduct policy has been reviewed and formatted in accordance with Policy 3356-1-09, Development and Issuance of University Policies.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy Research Misconduct, policy number 3356-10-16, shown as Exhibit attached hereto. A copy of the policy indicating changes to be made is also attached.

3356-10-16 Research misconduct.

Responsible Division/Office: Office of Research Services
Responsible Officer: Provost and Vice President for Academic Affairs
Revision History: 1990; 2000; 2006; December 2010;
December 2016; March 2022
Board Committee: Academic Excellence and Student Success
Effective Date: **March 3, 2022**
Next Review: 2027

- (A) Policy statement. Among the basic principles of Youngstown State University (University) are the pursuit of truth and the responsible exercise of academic freedom. From these principles derive such ideals and values as the freedom and openness of inquiry, academic honesty, and integrity in scholarship and teaching. The University affirms and honors the preservation, growth, and flourishing of these values throughout all its activities, including teaching and learning, research, scholarly inquiry, and creative scholarly endeavor. Accordingly, research misconduct is adverse to the concept of academic freedom and its responsible exercise. It is from this background that the Board of Trustees implements this policy for handling allegations of misconduct in research.
- (B) Purpose. To address alleged or apparent misconduct in research and in scholarly and creative activities, irrespective of funding source.
- (C) Scope. This policy applies to all individuals involved in research and in scholarly and creative activities, including University faculty, staff, scientists, technicians, students, volunteers, visiting researchers or collaborators engaged in research, or individuals working under an independent contract for services, and paid by, under the control of or affiliated with the University at the time of misconduct.
- (D) Definitions (for purposes of this policy).
 - (1) Definitions used in this policy shall conform to those cited in 42 C.F.R. 93 (public health service policies on research misconduct, Department of Health and Human Services) and in 45 C.F.R. 689

(national science foundation, misconduct in science and engineering research):

- (a) “Allegation.” Any written or oral statement or other indication of possible research misconduct to an institutional officer that triggers the procedures described in this policy.
- (b) “Complainant.” A person who in good faith makes an allegation of research misconduct.
- (c) “Conflict of Interest.” The real or apparent interference of a person’s interest with the interests of another, where potential bias may occur due to prior or existing financial, personal or professional relationships.
- (d) “Deciding official (DO).” The DO is the institutional official who makes final determinations on allegations of research misconduct and any institutional administrative actions. The DO will not be the same individual as the research integrity officer and should have no direct prior involvement in the institution’s allegation, inquiry or investigation assessment. Normally, the provost is the DO at the university. If the provost has a conflict of interest or is otherwise unable to fulfill this role, the president shall appoint the DO.
- (e) “Fabrication.” Making up data or results and recording or reporting them.
- (f) “Falsification.” Manipulating research materials, equipment or processes, or changing or omitting data or results such that the research is not accurately represented by the research record.
- (g) “Good Faith Allegation.” Allegations of research misconduct made by a complainant who honestly believes that research misconduct occurred based on the information known at the time.
- (g) “Inquiry.” Preliminary information gathering and fact-finding to determine whether an allegation or apparent

instance of misconduct warrants an investigation.

- (h) “Investigation.” The collection and review of all relevant evidence of the alleged research misconduct, including but not limited to research records, documentation, interviews of those involved and knowledge about the activities under investigation to determine if research misconduct occurred and to recommend appropriate corrective actions.
- (i) “National Science Foundation Office of Inspector General (NSF OIG).” The office within NSF that oversees investigations of research misconduct and conducts NSF inquiries or investigations into these allegations.
- (j) “Office of Research Integrity (ORI).” The office overseeing and directing public health service research integrity activities on behalf of the Secretary of Health and Human Services. This includes oversight of research misconduct inquiries and investigations as well as institutional compliance.
- (k) “Plagiarism.” The appropriation of another person’s ideas, processes, results, or words without giving appropriate credit.
- (l) “Preponderance of evidence.” Proof by information that compared with that opposing it, leads to the conclusion that the fact at issue is more likely true than not.
- (m) “Research integrity officer (RIO).” The institutional official responsible for assessing allegations of research misconduct and determining when such allegations warrant inquiries, overseeing inquiries and investigations; and other responsibilities described in this policy. The DO appoints the RIO. Normally, the director of research services will serve as the RIO of the university.
- (n) “Research misconduct.” Fabrication, falsification, plagiarism in proposing, performing or reviewing research, or in reporting research results.
- (o) “Research record.” The record of data or results that

embody the information resulting from research as well as the record of methods and analysis that led to those data or results, including but not limited to proposal or contract applications, funded or unfunded grants or contracts, progress and other reports, lab notebooks, notes, correspondence, videos, photographs, X-ray files, equipment use logs, biological materials, laboratory procurement records, animal facility records, human and animal subjects protocols, medical charts, patient research files, abstracts, theses, oral presentations, computer files, codes and printouts, manuscripts and publications, musical scores and composition, and choreography.

- (p) “Respondent.” The person against whom an allegation of research misconduct is made or who is the subject of the research misconduct proceeding.
- (q) “Retaliation.” An adverse action taken against an individual in response to a good faith allegation of research misconduct or good faith cooperation with research misconduct proceedings of the university

(2) Nothing in these definitions shall be deemed to include honest error or differences in opinion as research misconduct.

(E) Guidelines.

- (1) Responsibility to report Research Misconduct.
Any person, upon observing or having evidence of suspected research misconduct or believing specific actions, activities, or conduct constitutes research misconduct, as defined in this policy, may make an allegation. Such persons contemplating an allegation are encouraged to first discuss the allegation in confidence with the RIO, who will advise the person(s) about the procedures to be followed under this policy.
 - (a) If an allegation of research misconduct is made to an institutional official other than the RIO, details of the substance of the allegation will be immediately transmitted to the RIO in writing.
 - (b) If the allegation is against the RIO or there is an apparent or

actual conflict of interest, the DO will appoint a substitute RIO to act as the RIO in implementing this policy.

- (2) This policy applies to allegations of research misconduct within six years of the date the university, oversight agency or funding entity receives an allegation of research misconduct (42 C.F.R. 93.105). Exceptions include:
 - (a) the respondent(s) continues or renews any incident of alleged research misconduct that happened before the six-year limitation through the citation, republication or other use of research record(s) that is alleged to have been fabricated, falsified or plagiarized for the benefit of the respondent(s).
 - (b) the university determined that the alleged research misconduct may have a substantial adverse effect on the health or safety of the public.
- (3) A finding of research misconduct under this policy requires that:
 - (a) There be a significant departure from accepted practices of the relevant research community; and
 - (b) The misconduct be committed intentionally, knowingly, or recklessly; and
 - (c) The allegation be proven by a preponderance of the evidence.
- (4) Cooperation with research misconduct proceedings.
 - (a) Respondent(s), complainant(s) and witness(es) are responsible to fully cooperate with the RIO and other university officials in the review of allegations and in the conduct of inquiries and investigations of research misconduct. These individuals are obligated to provide evidence relevant to the research misconduct proceedings to the RIO, the inquiry and investigation committees, other university officials and any appropriate oversight agency or funding entity.

- (b) Failure to cooperate with research misconduct proceedings constitutes grounds for disciplinary proceedings against students, faculty and staff under the student code of conduct, applicable collective bargaining agreements, or office of human resources disciplinary proceedings. Failure to cooperate constitutes grounds for termination of a volunteer's agreement with the university.
- (c) If third parties and other non-university personnel refuse to cooperate in research misconduct proceedings upon request, their refusal may constitute grounds for termination of their affiliation with the university.

(5) Confidentiality.

- (a) The RIO will limit the disclosure of the identity of respondent(s) and complainant(s), if known, and any records of evidence from which research subjects might be identified, to individuals who need to know in order to carry out a thorough, competent, objective and fair research misconduct proceeding and except as required under certain circumstances, including but not limited to by law, the oversight agency, the rules of the contract or award with the funding entity, the need to inform the research community to protect the research integrity or the human subjects involved, or as part of a corrective action.
- (b) Except as otherwise required by this policy or by federal, state, or local law or regulation, it is a violation of this policy for any member of the faculty, professional administrative staff or classified staff, an individual providing services pursuant to an independent contract, or a member of the student body to violate the confidentiality of a proceeding under this policy.
- (c) The RIO, in consultation with the DO, may in their discretion consult with experts outside the university community for proper conduct of the review and proceedings and inform other institutional personnel and officials responsible for oversight of the respondent's research activities and institutional response or corrective

actions.

(6) Protections.

- (a) The university will not tolerate retaliation in any way against complainants, respondents, witnesses, or committee members participating in a research misconduct proceeding. Any alleged or apparent retaliation from other university members against these individuals should be reported immediately to the RIO, who will review and make all reasonable and practical attempts needed to protect or restore the position and reputation of the person whom the retaliation is against. Retaliation by university members will be grounds for university disciplinary procedures.
- (b) The RIO and other institutional officials will make all reasonable and practical attempts to protect or restore the reputation of persons alleged to have engaged in research misconduct, but against whom no finding of research misconduct or any other violation is made. The university may, to the extent possible, work with the respondent(s) to rectify the reputation of the respondent(s), including providing a letter stating that there were no findings of research misconduct.

(7) Notifications of oversight agencies and funding entities.

- (a) The RIO will make notifications to oversight agencies and funding entities, including but not limited to ORI and the NSF OIG, when allegations of research misconduct relate to sponsored research, on or before the start of the investigation and at the conclusion of the investigation.
- (b) The RIO will immediately notify the appropriate oversight agency if there is reason to believe that any of the following conditions exist:
 - (i) The health or safety of the public is at risk, including an immediate need to protect human or animal subjects;

- (ii) Federal resources or interests are threatened;
- (iii) Research activities should be suspended;
- (iv) There is indication of possible violations of civil or criminal law;
- (v) Federal action is required to protect the interests of those involved in the research misconduct proceeding;
- (vi) The research misconduct proceeding may be made public prematurely and agency action may be necessary to safeguard evidence and protect the rights of those involved; or
- (vii) The research community or public should be informed, as determined by the institution or appropriate oversight agency or funding entity.

(F) Resolutions and corrective action.

- (1) Interim institutional administrative actions.
 - (a) The RIO will review the circumstances throughout the research misconduct proceedings to determine if there is any threat of harm to public health, federal funds and equipment, or the integrity of externally supported research.
 - (b) If such a threat exists, the RIO will, in consultation with the DO, other institutional officials and the relevant oversight agency, take appropriate interim action to protect against any such threat. This may include, but is not limited to:
 - (i) additional monitoring of the research activities and the handling of external funds and equipment;
 - (ii) reassignment of personnel or of the responsibility for the handling of external funds and equipment; or

(iii) additional review of research data and results or delaying publication.

(2) Admissions and Resolutions.

The respondent(s) should be given the opportunity to admit that research misconduct occurred and that the respondent(s) committed research misconduct, at any phase of the proceedings under this policy. The RIO will acquire a written admission describing the specifics of the research misconduct. The DO, in consultation with the RIO, committee members and other university officials may terminate the proceedings when an allegation has been admitted and all relevant issues are resolved, and further determine corrective actions. The RIO will notify the relevant oversight agency or funding entity. A resolution may be reached when the oversight agency agrees with terminating the research misconduct proceedings and approves the proposed resolution.

(3) Institutional corrective actions.

- (a) If the DO determines the presence of research misconduct, the DO will decide on the appropriate corrective actions to be taken, after consultation with the RIO and other university officials.
- (b) Appropriate corrective actions may include, but are not limited to:
 - (i) a letter of reprimand;
 - (ii) special monitoring of respondent(s) of future work;
 - (iii) removal of respondent(s) from the particular project;
 - (iv) termination of the active award;
 - (v) restitution of funds from the agency;
 - (vi) correction or withdrawal of all pending or published abstracts, manuscripts, publications and grant

applications originating from research where misconduct was determined (42 C.F.R. 93.313);

- (vii) disciplinary actions for faculty, staff or students, in accordance with the applicable collective bargaining agreement, disciplinary proceedings established by the office of human resources, or the student code of conduct (university policy 3356-8-01.1 “The Student Code of Conduct” (rule 3356-8-01.1 of the Administrative Code); or
- (viii) termination of an individual’s volunteer agreement with the university.

(G) Procedures.

- (1) The Office of Research Services is charged with developing procedures to implement this policy.
- (2) Procedures and other information concerning research misconduct, including regulations, charges of committees and outlines for inquiry and investigation reports are available in the office of research services and “PI handbook” at <https://ysu.edu/office-research-services>.

3356-10-16 Research misconduct.

Previous Policy Number: 1016.01

Responsible Division/Office: Office of Research Services

Responsible Officer: Provost and Vice President for Academic Affairs

Revision History: 1990; 2000; 2006; December 2010;

December 2016; March 2022

Board Committee: Academic Excellence and Student AffairsSuccess

Effective Date: December 1, 2016March 3, 2022

Next Review: 20242027

- (A) Policy statement. Among the basic principles of Youngstown state university (university) are the pursuit of truth and the responsible exercise of academic freedom. From these principles derive such ideals and values as the freedom and openness of inquiry, academic honesty, and integrity in scholarship and teaching. The university affirms and honors the preservation, growth, and flourishing of these values throughout all its activities, including teaching and learning, research, scholarly inquiry, and creative scholarly endeavor. Accordingly, research misconduct is adverse to the concept of academic freedom and its responsible exercise. It is from this background that the board of trustees implements this policy for handling allegations of misconduct in research. This policy will be applied to all externally funded grants or sponsored programs at YSU.
- (B) Purpose. To address allegations of misconduct in researchalleged or apparent misconduct in research and in scholarly and creative activities, irrespective of funding source.
- (C) Scope. This policy will be applied to all misconduct alleged to have occurred in externally funded grants or sponsored programs at the universityapplies to all individuals involved in research and in scholarly and creative activities, including university faculty, staff, scientists, technicians, students, volunteers, visiting researchers or collaborators engaged in research, or individuals working under an independent contract for services, and paid by, under the control of or affiliated with the university at the time of misconduct.
- (D) Definitions (for purposes of this policy).

(1) Definitions used in this policy shall conform to those cited in 42 C.F.R. 93 (public health service policies on research misconduct, department of health and human services) and in 45 C.F.R. 689 (national science foundation, misconduct in science and engineering research):

(a) “Allegation.” Any written or oral statement or other indication of possible research misconduct to an institutional officer that triggers the procedures described in this policy.

(b) “Complainant.” A person who in good faith makes an allegation of research misconduct.

(c) “Conflict of Interest.” The real or apparent interference of a person’s interest with the interests of another, where potential bias may occur due to prior or existing financial, personal or professional relationships.

(d) “Deciding official (DO).” The DO is the institutional official who makes final determinations on allegations of research misconduct and any institutional administrative actions. The DO will not be the same individual as the research integrity officer and should have no direct prior involvement in the institution’s allegation, inquiry or investigation assessment. Normally, the provost is the DO at the university. If the provost has a conflict of interest or is otherwise unable to fulfill this role, the president shall appoint the DO.

(e) “Fabrication.” Making up data or results and recording or reporting them.

(f) “Falsification.” Manipulating research materials, equipment or processes, or changing or omitting data or results such that the research is not accurately represented by the research record.

(f) “Good Faith Allegation.” Allegations of research misconduct made by a complainant who honestly believes that research misconduct occurred based on the

information known at the time.

- (g) “Inquiry.” Preliminary information gathering and fact-finding to determine whether an allegation or apparent instance of misconduct warrants an investigation.
- (h) “Investigation.” The collection and review of all relevant evidence of the alleged research misconduct, including but not limited to research records, documentation, interviews of those involved and knowledge about the activities under investigation to determine if research misconduct occurred and to recommend appropriate corrective actions.
- (i) “National Science Foundation Office of Inspector General (NSF OIG).” The office within NSF that oversees investigations of research misconduct and conducts NSF inquiries or investigations into these allegations.
- (j) “Office of Research Integrity (ORI).” The office overseeing and directing public health service research integrity activities on behalf of the Secretary of Health and Human Services. This includes oversight of research misconduct inquiries and investigations as well as institutional compliance.
- (k) “Plagiarism.” The appropriation of another person’s ideas, processes, results, or words without giving appropriate credit.
- (l) “Preponderance of evidence.” Proof by information that compared with that opposing it, leads to the conclusion that the fact at issue is more likely true than not.
- (m) “Research integrity officer (RIO).” The institutional official responsible for assessing allegations of research misconduct and determining when such allegations warrant inquiries, overseeing inquiries and investigations; and other responsibilities described in this policy. The DO appoints the RIO. Normally, the director of research services will serve as the RIO of the university.
- (n) “Research misconduct.” Fabrication, falsification,

plagiarism in proposing, performing or reviewing research, or in reporting research results.

- (o) “Research record.” The record of data or results that embody the information resulting from research as well as the record of methods and analysis that led to those data or results, including but not limited to proposal or contract applications, funded or unfunded grants or contracts, progress and other reports, lab notebooks, notes, correspondence, videos, photographs, X-ray files, equipment use logs, biological materials, laboratory procurement records, animal facility records, human and animal subjects protocols, medical charts, patient research files, abstracts, theses, oral presentations, computer files, codes and printouts, manuscripts and publications, musical scores and composition, and choreography.
- (p) “Respondent.” The person against whom an allegation of research misconduct is made or who is the subject of the research misconduct proceeding.
- (q) “Retaliation.” An adverse action taken against an individual in response to a good faith allegation of research misconduct or good faith cooperation with research misconduct proceedings of the university
- (a) “Research misconduct.” Fabrication, falsification, plagiarism in proposing, performing or reviewing research, or in reporting research results.
- (b) “Fabrication.” Making up data or results and recording or reporting them.
- (c) “Falsification.” Manipulating research materials, equipment or processes, or changing or omitting data or results such that the research is not accurately represented by the research record.
- (d) “Plagiarism.” The appropriation of another person’s ideas, processes, results, or words without giving appropriate credit.

- (e) ~~“Complainant.” A person who in good faith makes an allegation of research misconduct.~~
- (f) ~~“Respondent.” The person against whom an allegation of research misconduct is made or who is the subject of the research misconduct proceeding.~~
- (g) ~~“Research integrity officer (RIO).” The associate vice president for research. The RIO means the institutional official responsible for:~~
 - (i) ~~Assessing allegations of research misconduct to determine whether they fall within the definition of research misconduct, are covered by 42 C.F.R. 93, and warrant an inquiry on the basis that the allegation is sufficiently credible and specific so that potential evidence of research misconduct may be identified;~~
 - (ii) ~~Overseeing inquiries and investigations; and~~
 - (iii) ~~The other responsibilities described in this policy.~~
- (h) ~~“Deciding official (DO).” The appropriate principal administrative officer in which division of the university the respondent holds appointment. The DO is the institutional official who makes final determinations on allegations of research misconduct and any institutional administrative actions. The deciding official will not be the same individual as the research integrity officer and should have no direct prior involvement in the institution’s inquiry, investigation, or allegation assessment.~~

- (2) Nothing in these definitions shall be deemed to include honest error or differences in opinion as research misconduct.

(E) Regulations. Guidelines.

- (1) Responsibility to report Research Misconduct.
Any person, upon observing or having evidence of suspected research misconduct or believing specific actions, activities, or conduct constitutes research misconduct, as defined in this policy,

may make an allegation. Such persons contemplating an allegation are encouraged to first discuss the allegation in confidence with the RIO, who will advise the person(s) about the procedures to be followed under this policy.

- (a) If an allegation of research misconduct is made to an institutional official other than the RIO, details of the substance of the allegation will be immediately transmitted to the RIO in writing.
- (b) If the allegation is against the RIO or there is an apparent or actual conflict of interest, the DO will appoint a substitute RIO to act as the RIO in implementing this policy.
- (2) This policy applies to allegations of research misconduct within six years of the date the university, oversight agency or funding entity receives an allegation of research misconduct (42 C.F.R. 93.105). Exceptions include:

 - (a) the respondent(s) continues or renews any incident of alleged research misconduct that happened before the six-year limitation through the citation, republication or other use of research record(s) that is alleged to have been fabricated, falsified or plagiarized for the benefit of the respondent(s).
 - (b) the university determined that the alleged research misconduct may have a substantial adverse effect on the health or safety of the public.
- (3) A finding of research misconduct under this policy requires that:

 - (a) There be a significant departure from accepted practices of the relevant research community; and
 - (b) The misconduct be committed intentionally, knowingly, or recklessly; and
 - (c) The allegation be proven by a preponderance of the evidence.
- (4) Cooperation with research misconduct proceedings.

- (a) Respondent(s), complainant(s) and witness(es) are responsible to fully cooperate with the RIO and other university officials in the review of allegations and in the conduct of inquiries and investigations of research misconduct. These individuals are obligated to provide evidence relevant to the research misconduct proceedings to the RIO, the inquiry and investigation committees, other university officials and any appropriate oversight agency or funding entity.
- (b) Failure to cooperate with research misconduct proceedings constitutes grounds for disciplinary proceedings against students, faculty and staff under the student code of conduct, applicable collective bargaining agreements, or office of human resources disciplinary proceedings. Failure to cooperate constitutes grounds for termination of a volunteer's agreement with the university.
- (c) If third parties and other non-university personnel refuse to cooperate in research misconduct proceedings upon request, their refusal may constitute grounds for termination of their affiliation with the university.

(5) Confidentiality.

- (a) The RIO will limit the disclosure of the identity of respondent(s) and complainant(s), if known, and any records of evidence from which research subjects might be identified, to individuals who need to know in order to carry out a thorough, competent, objective and fair research misconduct proceeding and except as required under certain circumstances, including but not limited to by law, the oversight agency, the rules of the contract or award with the funding entity, the need to inform the research community to protect the research integrity or the human subjects involved, or as part of a corrective action.
- (b) Except as otherwise required by this policy or by federal, state, or local law or regulation, it is a violation of this policy for any member of the faculty, professional administrative staff or classified staff, an individual

providing services pursuant to an independent contract, or a member of the student body to violate the confidentiality of a proceeding under this policy.

(c) The RIO, in consultation with the DO, may in their discretion consult with experts outside the university community for proper conduct of the review and proceedings and inform other institutional personnel and officials responsible for oversight of the respondent's research activities and institutional response or corrective actions.

(6) Protections.

(a) The university will not tolerate retaliation in any way against complainants, respondents, witnesses, or committee members participating in a research misconduct proceeding. Any alleged or apparent retaliation from other university members against these individuals should be reported immediately to the RIO, who will review and make all reasonable and practical attempts needed to protect or restore the position and reputation of the person whom the retaliation is against. Retaliation by university members will be grounds for university disciplinary procedures.

(b) The RIO and other institutional officials will make all reasonable and practical attempts to protect or restore the reputation of persons alleged to have engaged in research misconduct, but against whom no finding of research misconduct or any other violation is made. The university may, to the extent possible, work with the respondent(s) to rectify the reputation of the respondent(s), including providing a letter stating that there were no findings of research misconduct.

(7) Notifications of oversight agencies and funding entities.

(a) The RIO will make notifications to oversight agencies and funding entities, including but not limited to ORI and the NSF OIG, when allegations of research misconduct relate

to sponsored research, on or before the start of the investigation and at the conclusion of the investigation.

(b) The RIO will immediately notify the appropriate oversight agency if there is reason to believe that any of the following conditions exist:

- (i) The health or safety of the public is at risk, including an immediate need to protect human or animal subjects;
- (ii) Federal resources or interests are threatened;
- (iii) Research activities should be suspended;
- (iv) There is indication of possible violations of civil or criminal law;
- (v) Federal action is required to protect the interests of those involved in the research misconduct proceeding;
- (vi) The research misconduct proceeding may be made public prematurely and agency action may be necessary to safeguard evidence and protect the rights of those involved; or
- (vii) The research community or public should be informed, as determined by the institution or appropriate oversight agency or funding entity.

(F) Resolutions and corrective action.

(1) Interim institutional administrative actions.

(a) The RIO will review the circumstances throughout the research misconduct proceedings to determine if there is any threat of harm to public health, federal funds and equipment, or the integrity of externally supported research.

(b) If such a threat exists, the RIO will, in consultation with the DO, other institutional officials and the relevant oversight agency, take appropriate interim action to protect against any such threat. This may include, but is not limited to:

(i) additional monitoring of the research activities and the handling of external funds and equipment;

(ii) reassignment of personnel or of the responsibility for the handling of external funds and equipment; or

(iii) additional review of research data and results or delaying publication.

(2) Admissions and Resolutions.

The respondent(s) should be given the opportunity to admit that research misconduct occurred and that the respondent(s) committed research misconduct, at any phase of the proceedings under this policy. The RIO will acquire a written admission describing the specifics of the research misconduct. The DO, in consultation with the RIO, committee members and other university officials may terminate the proceedings when an allegation has been admitted and all relevant issues are resolved, and further determine corrective actions. The RIO will notify the relevant oversight agency or funding entity. A resolution may be reached when the oversight agency agrees with terminating the research misconduct proceedings and approves the proposed resolution.

(3) Institutional corrective actions.

(a) If the DO determines the presence of research misconduct, the DO will decide on the appropriate corrective actions to be taken, after consultation with the RIO and other university officials.

(b) Appropriate corrective actions may include, but are not limited to:

(i) a letter of reprimand;

- (ii) special monitoring of respondent(s) of future work;
- (iii) removal of respondent(s) from the particular project;
- (iv) termination of the active award;
- (v) restitution of funds from the agency;
- (vi) correction or withdrawal of all pending or published abstracts, manuscripts, publications and grant applications originating from research where misconduct was determined (42 C.F.R. 93.313);
- (vii) disciplinary actions for faculty, staff or students, in accordance with the applicable collective bargaining agreement, disciplinary proceedings established by the office of human resources, or the student code of conduct (university policy 3356-8-01.1 “The Student Code of Conduct” (rule 3356-8-01.1 of the Administrative Code); or
- (viii) termination of an individual’s volunteer agreement with the university.

(G) Procedures.

- (1) The Office of Research Services is charged with developing procedures to implement this policy.
- (2) Procedures and other information concerning research misconduct, including regulations, charges of committees and outlines for inquiry and investigation reports are available in the office of research services and “PI handbook” at <https://ysu.edu/office-research-services>.

- (1) It is a violation of this policy for any member of the faculty, professional administrative staff, classified staff, an individual

working under an independent contract for services, or a student to engage in research misconduct, to retaliate against anyone making a good faith allegation of research misconduct, to obstruct the inquiry into or investigation of allegations of research misconduct, or to make other than in good faith allegations of research misconduct.

(2) Except as otherwise required by this policy or by federal, state, or local law or regulation, it is a violation of this policy for any member of the faculty, professional administrative staff or classified staff, an individual providing services pursuant to an independent contract, or a member of the student body to violate the confidentiality of a proceeding under this policy.

(3) A finding of research misconduct under this policy requires that:

- (a) There be a significant departure from accepted practices of the relevant research community; and
- (b) The misconduct be committed intentionally, knowingly, or recklessly; and
- (c) The allegation be proven by a preponderance of the evidence.

(F) Procedures. Any person, upon observing or having evidence of suspected research misconduct or believing specific actions, activities, or conduct constitutes research misconduct, as defined in paragraph (D)(1)(a) of this policy, may make an allegation. Such person contemplating an allegation is encouraged to, first discuss the contemplated allegation in absolute confidence with the associate vice president for research, as the authorized institutional official for research, grants and sponsored programs, who will advise the person(s) about the procedures to be followed under this policy. The phases of process under this policy are divided into four areas: allegations, assessment and inquiry, investigation, and resolution.

(G) Allegations.

(1) An allegation of research misconduct may be brought through any means of communication. The disclosure may be by written or oral statement or other communication to an institutional official or, in the case of research funded by the U.S. department of health

~~and human services (“HHS”), to an HHS official, but it may not be anonymous. Anonymous allegations are by their nature made “not in good faith” under this policy.~~

- ~~(2) If an allegation of research misconduct is made to an institutional official other than to the RIO, details of the substance of the allegation shall be transmitted to the RIO in writing within one working day. If the allegation is against the associate vice president for research, it shall be transmitted to the provost for disposition and the provost will appoint an individual to act for/as the RIO in implementing this policy.~~
- ~~(3) If the associate vice president for research is in a conflict of interest situation, s/he shall be replaced in the proceedings by the appointment of a substitute RIO by the provost.~~

~~(H) Assessment and inquiry.~~

- ~~(1) The RIO will initially assess allegations of research misconduct to determine whether they fall within the definition of research misconduct, as covered by 42 C.F.R. 93, and warrant an inquiry on the basis that the allegation is sufficiently credible and specific so that potential evidence of research misconduct may be identified. Only those allegations that meet each of these requirements will result in an inquiry. The RIO will inform the complainant if the allegation is insufficient to result in an inquiry.~~
- ~~(2) Upon determination by the RIO that a formal allegation of research misconduct falls within the definition of research misconduct, is covered by 42 C.F.R. 93 or other federal agency guidelines, and warrants an inquiry on the basis that the allegation is sufficiently credible and specific so that potential evidence of research misconduct may be identified, the RIO will notify the person(s) against whom an allegation is made about the allegation.~~

~~(I) Resolution.~~

- ~~(1) Misconduct. Upon receiving a research misconduct investigation report from the RIO in which the allegation of misconduct is in whole or in part substantiated, the appropriate principal administrative officer (the DO) makes final determinations on allegations of research misconduct and any institutional~~

~~administrative actions and shall be responsible for initiating applicable disciplinary proceedings in accordance with board policy and/or provisions of an applicable collective bargaining agreement as appropriate. Appeal of disciplinary action is permitted in accordance with board policy and/or provisions of an applicable collective bargaining agreement as appropriate, but must be completed within one hundred twenty days of initiation of appeal in accordance with federal regulations.~~

- ~~(2) Absence of misconduct. If the results of the inquiry and/or investigation reveal that allegations of misconduct are not supported, then any party making an allegation or against whom an allegation is made and previously notified about the possibility of misconduct or the need to conduct an investigation should be informed of those findings in writing. In announcing a finding that the allegations are not supported, the RIO should consult with the person(s) who were the subject of the allegations to determine:~~
 - ~~(a) Whether the announcement should be a public announcement; and~~
 - ~~(b) What organizations beyond those initially informed should receive the information about the findings of no misconduct as a means to restore, repair, or reassure the reputation of those involved.~~
- ~~(3) The RIO should normally be guided by whether or not a public announcement will be helpful or cause further harm in restoring the reputations of those against whom the allegations were made and should give weight to their views in determining which additional organizations, if any, should be notified.~~

~~(J) Notification to federal agencies.~~

- ~~(1) The RIO shall immediately notify the cognizant federal funding agency and the office of research integrity if at any time during an inquiry or investigation conducted under this policy it is determined that any of the following conditions exist:~~
 - ~~(a) Health or safety of the public is at risk, including an immediate need to protect human or animal subjects;~~

- (b) ~~Research activities should be suspended;~~
- (c) ~~Federal or department of health and human services resources or interests are threatened;~~
- (d) ~~There is an immediate need to protect the interests of those involved in the research misconduct proceedings;~~
- (e) ~~It is probable that the alleged incident is going to be reported publicly prematurely in order to protect the rights of those involved and to safeguard evidence;~~
- (f) ~~There is a reasonable indication of possible violations of civil or criminal law;~~
- (g) ~~The research community or public should be informed.~~

(2) ~~When alleged misconduct involves employees or students conducting research supported by federal agency sponsors, additional agency notification requirements apply as follows:~~

- (a) ~~When on the basis of an inquiry it is determined that an investigation is warranted, the RIO shall notify the cognizant federal funding agency in writing on or before the date of investigation begins that an investigation is being commenced. The notification should inform the cognizant federal agency, at a minimum, of the name of the person(s) against whom the allegation(s) have been made, the general nature of the allegation(s), and the federal grant application(s) or award(s) involved.~~
- (b) ~~The RIO must submit the final report of an investigation to the cognizant federal funding agency if the investigation concerns research being supported by federal funds. This report to the cognizant federal agency must describe the policies and procedures under which the investigation was conducted, how and from whom information relevant to the investigation was obtained, the findings, and the basis for the findings. It must include the actual text or an accurate summary of the views of any individual(s) found to have engaged in misconduct as well as a description of any sanctions or corrective actions taken by the university.~~



**RESOLUTION TO AUTHORIZE
CONFERRAL OF HONORARY DEGREE**

BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby authorize the conferral of a Doctor of Science, honoris causa, upon William Kennedy, with all the rights and privileges attendant thereto.



**YOUNGSTOWN
STATE
UNIVERSITY**

RESOLUTION TO ACCEPT WYSU MEMBERSHIPS

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

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

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

**Board of Trustees Meeting
March 3, 2022
YR 2022-47**

UNIVERSITY MEMBERSHIPS
EXECUTIVE SUMMARY

WYSU-FM Board Report				
Fiscal Year 2020-2021				
July 1,2020 -December 31, 2020				
Gifts \$1,000 - \$105,000	14	\$124,962		
Gifts \$500 - \$999	21	\$11,675		
Gifts Below \$500	800	\$88,421		
Total WYSU-FM	835	\$225,058		

**** \$13,522 in Annual Fund Gifts to WYSU are not included in these totals.**

UNIVERSITY MEMBERSHIPS
EXECUTIVE SUMMARY

WYSU-FM Board Report				
Fiscal Year 2021-2022				
July 1,2021 - December 31, 2021				
Gifts \$1,000 - \$105,000	17	\$39,503		
Gifts \$500 - \$999	26	\$14,935		
Gifts Below \$500	779	\$89,412		
Total WYSU-FM	822	\$143,850		

** \$27,620 in Annual Fund Gifts to WYSU are not included in these totals.



**RESOLUTION TO MODIFY
CONTRACT COMPLIANCE AND ADMINISTRATION POLICY, 3356-3-04**

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy Contract Compliance and Administration, policy number 3356-3-04, attached hereto.

3356-3-04 Contract compliance and administration.

Responsible Division/Office: Finance and Business Operations
Responsible Officer: VP for Finance and Business Operations
Revision History: May 2012; March 2018; March 2022
Board Committee: Finance and Facilities
Effective Date: **March 3, 2022**
Next Review: 2027

(A) Policy statement. Youngstown state university (“university”) will adhere to all applicable federal and state laws and regulations when it engages with contractors, consultants, suppliers, vendors, and other entities.

(B) Purpose. This policy defines the general parameters through which a university contract is created, stipulates the necessary administrative review and monitoring processes, and designates who within the university is authorized to sign contracts on behalf of the university, its employees, or agents.

(C) Scope. This policy applies to all financial and nonfinancial university contracts, except for employment contracts administered by the office of human resources.

Partnerships, centers, and related agreements relating to teaching/learning, research/scholarship, and community service goals are addressed pursuant to rule 3356-10-22 of the Administrative Code (see university policy 3356-10-22, “Partnerships, centers and related arrangements”). Grants, contracts, and cooperative agreements for sponsored programs are addressed in rule 3356-10-13 of the Administrative Code (see university policy 3356-10-13, “Research, grants, and sponsored programs”).

(D) Definitions.

(1) “Contract.” A legally binding and enforceable agreement between the university and one or more competent parties.

(2) “Standard contract.” A contract using the university’s standard terms and conditions and effectuated by the university’s standard professional services agreement template or standard independent

contractor agreement template, both of which are available on the procurement services website.

- (3) “Non-standard contract.” A contract that does not conform to the university’s standard template for a professional services agreement or standard independent contractor agreement.
- (4) “Contract compliance.” The process of reviewing and overseeing contracts in accordance with requisite legal and policy requirements.
- (5) “Contract administration.” The process used to ensure that the terms and conditions of contracts are being implemented pursuant to the contract.
- (6) “University sponsor.” The university employee who is administering and managing the contract. Typically the university sponsor is the financial manager of the budget to which the contract is charged.

(E) Procedures.

- (1) For purposes of institutional efficiency, use of the university’s standard contract templates are the preferred.
- (2) Contract compliance is the responsibility of the office of finance and business operations. The university sponsor of a contract is responsible for monitoring the ongoing progress of a contract and providing requisite information to procurement services. Procurement services is responsible for providing assistance for purchases and payments pursuant to a contract.
- (3) All contracts for the purchase of goods and services must comply with rule 3356-3-01 of the Administrative Code (see university policy 3356-3-01, “Purchasing”).
- (4) All contract should be accompanied by documentation that university funds have been identified and earmarked to cover contracts costs.

- (5) All contracts must be stored and retained in accordance with the university's document retention policies unless specifically excluded by this or another policy adopted by the board of trustees.
- (6) Refer to the contract compliance and administration guide on the [procurement services website](#) for additional information regarding contracts.

(F) Signature authority for non-standard contracts.

- (1) Only the president and the vice president for finance and business operations, or their designee, have the authority to sign a non-standard contract on behalf of the university.
- (2) The provost has authority to sign and approve academic affiliation and articulation agreements that have no direct financial consequences to the university.
- (3) No other individual has authority to enter into a non-standard contract for the purchase of goods or services or otherwise obligate Youngstown State University to pay any sum or money without one of the following:
 - (a) A resolution of authorization from the board of trustees;
 - (b) A written declaration of signature authority from the president or the vice president for finance and business operations filed with the contract;
 - (c) A purchase order issued by or under the direction of the director of procurement services.

(G) Signature authority for standard contracts (professional services agreement and standard independent contractor agreement):

- (1) Financial managers are authorized to sign limited-dollar standard contracts pursuant to the university's procurement guidelines.

(H) Legal review. The following types of non-standard contracts are subject to legal review:

- (1) All contracts for the acquisition of goods and services;
- (2) Construction contracts, including repair or alteration of facilities, and for architectural and/or engineering services;
- (3) Real estate transactions, including the sale, rental or lease of real property must comply with rule 3356-4-05 of the Administrative Code (see university policy 3356-4-05, "Acquisition of real estate");
- (4) Contracts/agreements associated with the intellectual property of the university, including licensing agreements, patents, trademarks, and copyrights;
- (5) Employment contracts, if deemed necessary by the chief human resources officer;
- (6) Contracts intended for the president's signature or that affect the president or the office of the president;
- (7) Contracts that can potentially expose the university to significant liability.

(I) Document retention. Copies of all fully executed (signed by both parties) contracts must be submitted to procurement services to be recorded and monitored through a central database.

(J) Personal liability. An individual who enters into a contract for the purchase of goods or services or otherwise obligates the university to pay any sum or money or resources without appropriate authority and/or review may be held personally liable for the terms of the contract.

3356-3-04 Contract compliance and administration.

Responsible Division/Office: Finance and Business Operations
Responsible Officer: VP for Finance and Business Operations
Revision History: May 2012; March 2018; [March 2022](#)
Board Committee: Finance and Facilities
Effective Date: [March 153, 2018](#)[2022](#)
Next Review: [2022](#)[2027](#)

(A) Policy statement. Youngstown state university (“university”) will adhere to all applicable federal and state laws and regulations when it engages with contractors, consultants, suppliers, vendors, and other entities.

(B) Purpose. This policy defines the general parameters through which a university contract is created, stipulates the necessary administrative review and monitoring processes, and designates who within the university is authorized to sign contracts on behalf of the university, its employees, or agents.

(C) Scope. This policy applies to all financial and nonfinancial university contracts, [except for employment contracts administered by the office of human resources](#).

Partnerships, centers, and related agreements relating to teaching/learning, research/scholarship, and community service goals are addressed pursuant to rule 3356-10-22 of the Administrative Code (see university policy 3356-10-22, “Partnerships, centers and related arrangements”). Grants, contracts, and cooperative agreements for sponsored programs are addressed in rule 3356-10-13 of the Administrative Code (see university policy 3356-10-13, “Research, grants, and sponsored programs”).

(D) Definitions.

(1) “Contract.” A legally binding and enforceable agreement between the university and one or more competent parties.

(2) [“Standard contract.” A contract using the university’s standard terms and conditions and effectuated by the university’s standard professional services agreement template or standard independent](#)

contractor agreement template, both of which are available on the procurement services website.

(3) “Non-standard contract.” A contract that does not conform to the university’s standard template for a professional services agreement or standard independent contractor agreement.

(2)(4) “Contract compliance.” The process of reviewing and overseeing contracts in accordance with requisite legal and policy requirements.

(3)(5) “Contract administration.” The process used to ensure that the terms and conditions of contracts are being implemented pursuant to the contract. ~~The university sponsor of a contract is responsible for monitoring the ongoing progress of a contract and providing requisite information to procurement services. Procurement services is responsible for providing assistance for purchases and payments pursuant to a contract.~~

(4)(6) “University sponsor.” The university employee who is ~~promoting administering and managing~~ the contract. Typically the university sponsor is ~~a the financial manager of the budget to which the contract is charged.~~

(E) Procedures. ~~All contracts entered into, including original contracts, amendments, and extensions:~~

(1) For purposes of institutional efficiency, use of the university’s standard contract templates are the preferred.

(1)(2) Contract compliance is the responsibility of the office of finance and business operations. ~~The university sponsor of a contract is responsible for monitoring the ongoing progress of a contract and providing requisite information to procurement services. Procurement services is responsible for providing assistance for purchases and payments pursuant to a contract.~~

(3) All contracts for the purchase of goods and services must comply with rule 3356-3-01 of the Administrative Code (see university policy 3356-3-01, “Purchasing”).

~~Are only to be signed or executed by university staff with designated signature authority.~~

~~(2)(4) Are subject to appropriate legal review. The general counsel's office is responsible for providing legal review of the terms and conditions for nonstandard contracts. All contract should be accompanied by documentation that university funds have been identified and earmarked to cover contracts costs.~~

~~(3)(5) Must~~ All contracts must be stored and retained in accordance with the university's document retention policies unless specifically excluded by this or another policy adopted by the board of trustees.

~~(4)(6) Refer to the contract compliance and administration guide on the procurement services website for additional information regarding contracts.~~

(F) Signature authority for non-standard contracts.

(1) ~~Generally, only~~ Only the president and the vice president for finance and ~~administration~~ business operations, or their designee, have the authority to sign a non-standard contract on behalf of the university.

(2) The provost has authority to sign and approve academic affiliation and articulation agreements that have no direct financial consequences to the university.

(3) No other individual has authority to enter into a non-standard contract for the purchase of goods or services or otherwise obligate Youngstown State University to pay any sum or money without one of the following:

(a) A resolution of authorization from the board of trustees;

(b) A written declaration of signature authority from the president or the vice president for finance and ~~administration~~ business operations filed with the contract;

- (c) A purchase order issued by or under the direction of the director of procurement services.

(G) Signature authority for standard contracts (professional services agreement and standard independent contractor agreement):

- (1) Financial managers are authorized to sign limited-dollar standard contracts pursuant to the university's procurement guidelines.**

(G)(H) Legal review. The following types of non-standard contracts are subject to legal review:

- (1) All contracts for the acquisition of goods and services;
- (2) Construction contracts, including repair or alteration of facilities, and for architectural and/or engineering services;
- (3) Real estate transactions, including the sale, rental or lease of real property must comply with rule 3356-4-05 of the Administrative Code (see university policy 3356-4-05, "Acquisition of real estate");
- (4) Contracts/agreements associated with the intellectual property of the university, including licensing agreements, patents, trademarks, and copyrights;
- (5) Employment contracts, ~~as necessary, per~~if deemed necessary by the chief human resources officer;
- (6) Contracts intended for the president's signature or that affect the president or the office of the president;
- (7) Contracts that can potentially expose the university to significant liability.

(H)(I) Document retention. Copies of all fully executed (signed by both parties) contracts must be submitted to procurement services to be recorded and monitored through a central database.

(H)(J) Personal liability. An individual who enters into a contract for the purchase of goods or services or otherwise obligates the university to pay

any sum or money or resources without appropriate authority and/or review may be held personally liable for the terms of the contract.



**RESOLUTION TO MODIFY AND RETITLE
ELECTRONIC INFORMATION TECHNOLOGY (EIT) POLICY, 3356-5-14**

WHEREAS, University Policies are being reviewed and re-conceptualized on an ongoing basis; and

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

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

WHEREAS, the Electronic Information Technology (EIT) policy has been reviewed pursuant to the five-year review cycle, and formatted in accordance with Policy 3356-1-09, Development and Issuance of University Policies.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy governing Electronic Information Technology (EIT), policy number 3356-5-14, to be retitled as Digital Accessibility Standard, attached hereto.

3356-5-14 Digital accessibility standard.

Responsible Division/Office: Finance and Business Operations
(Information Technology Services)
Responsible Officer: VP for Finance and Business Operations
Revision History: December 2013; March 2014; June 2015; December 2015;
March 2017; March 2022
Board Committee: Finance and Facilities
Effective Date: **March 3, 2022**
Next Review: 2027

(A) Policy statement. Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 prohibit discrimination on the basis of disability in programs and activities by public universities receiving financial assistance from the U.S. department of education. Youngstown state university (“YSU”) is committed to ensuring that communication with university constituents with disabilities, including students, prospective students, employees, guests and visitors, with hearing, visual and manual impairments, or who otherwise require the use of assistive technology to access information, is as effective as communication with those without disabilities.

The university will ensure that all computer software and systems for public use will permit all persons with disabilities to acquire the same information, engage in the same interactions, and enjoy the same services with substantially equivalent ease of use as those without disabilities.

(B) Purpose. All digital content must be accessible to university constituents and must adhere to the digital accessibility standards referred to in paragraph (E)(2)(e) of this rule.

(C) Scope. This policy applies to all digital content, excluding digital content intended for private use only. Digital content includes:

- (1) University web pages and linked information;
- (2) All online learning content, including documents posted in all learning management systems, (e.g., “Blackboard”); and
- (3) Distance education and e-learning tools and materials.

(D) Definitions.

- (1) “Official university web page.” An official university web page is any web page created by the university, its departments, colleges, or other administrative offices

for the official business of the university. This includes Maag library, academics, athletics, student newspaper, and student groups and associations.

- (2) “University-related web page.” A university-related web page is any web page created by or linked from a web page created by faculty, staff, students and/or registered student organizations that are either:
 - (a) Linked from an official university web page;
 - (b) Stored on one of the university-controlled web servers;
 - (c) Created in support of university businesses and courses; or
 - (d) On servers contracted by the university.
- (3) “Content editors.” Authorized university faculty, staff, or student employees trained by the information technology services (“ITS”), YSU web team, and/or cyberlearning department on the digital accessibility standards and on the approved content management system such that they are approved to maintain a department or office web page.
- (4) “Digital accessibility training.” Required training conducted by staff of the ITS, YSU web team, and/or cyberlearning and departments for all content editors and faculty prior to having authorization to publish digital content on the university website, web pages, or any university digital platform.
- (5) “Digital accessibility coordinator.” Staff member authorized to coordinate and implement the digital accessibility policy.
- (6) “Digital accessibility standards.” YSU’s digital accessibility standards are drawn from W3C web accessibility initiative (“WAI”) and section 508 standards.
- (7) “Implementation timeline.” Plan for the university to be fully compliant with the digital accessibility standards.

(E) Parameters.

- (1) Each administrative unit, department, or office, through an authorized content editor, is responsible for ensuring that digital content is accessible. In addition, all software and IT systems purchased shall produce accessible products and documents and/or shall be compatible with assistive technology.
- (2) Content editors may develop and maintain official university web pages and are responsible for their content subject to the following requirements:
 - (a) Software used to develop official university web pages will be limited to packages approved by ITS.

- (b) Official university web pages must run on ITS servers or servers contracted for by ITS.
- (c) All official university web pages and related university web pages and all digital content must strictly adhere to the digital accessibility standards.
- (d) The digital accessibility coordinator shall provide direction and guidance on standards to be followed for accessibility of all digital content. The standards shall be posted on the digital accessibility web page. The digital accessibility coordinator is responsible for developing and implementing a plan to monitor all university digital content for adherence to digital accessibility standards. The digital accessibility coordinator is authorized to disable any digital content found to be in violation of the digital accessibility standards.
- (e) All official and university-related web pages and all digital content must adhere to:
 - (i) Applicable [copyright laws](#).
 - (ii) Applicable state of Ohio and federal laws and rules.
 - (iii) Rule 3356-4-09 of the Administrative Code, “Acceptable Use of University Technology Resources,” (where appropriate).
 - (iv) Digital accessibility standards.
- (f) The use of university symbols (i.e., YSU word mark, YSU logo, university seal, and Pete the penguin) and related information should adhere to the university’s [graphic identity standards](#) from the office of marketing and communications.
- (g) Registered student organizations use of the university name must adhere to article V, section F, paragraph 16, of “The Code of Student Rights, Responsibilities, and Conduct.”
- (h) The following are examples of content prohibited from display on either official university web pages or university-related web pages, including all digital content:
 - (i) Unauthorized solicitation or endorsement for for-profit business ventures.
 - (ii) Activities that involve a conflict of interest (rules 3356-7-01 and 3356-7-19 of the Administrative Code).

- (iii) Adult content (including banners).
- (iv) Any content covered by rule 3356-4-13 of the Administrative Code, "Sensitive information," such as credit card numbers.
- (v) Software or media (i.e., photographs, audio, video, etc.) not authorized for distribution, regardless of the purchase price or copyright status.

- (i) All university computer labs shall provide equal access afforded by technology for all users, including users with disabilities. The university shall make assistive technology available at all student computer labs and shall provide a [notice](#) of accessibility that includes contact information for questions, inquiries, or complaints.

(F) Procedures for creating and posting accessible digital content.

- (1) Authorized content editors and faculty may develop and maintain official university websites or pages and digital content.
- (2) Administrative units, individuals, and organizations requesting ability to place digital content on the university website or the university course management system must contact the university website manager at [YSU web team](#) in order to be trained and become an authorized content editor and/or faculty.
- (3) If any digital content is determined to be in violation of the parameters in this policy, including the digital accessibility standards, an effort will be made beforehand to discuss the violation(s) with the content editor or faculty and to correct any errors. The digital accessibility coordinator has the authority to disable any digital content from the university servers if in his/her discretion such action is necessary.

(G) Purchasing accessible software compatible with assistive technology. It is the policy of the university to ensure that all IT software and systems purchased meet the digital accessibility standards by producing accessible products and documents. The software or systems shall permit persons with disabilities to acquire the same information, engage in the same interactions, and enjoy the same services with substantially equivalent ease of use as those without disabilities. See [computer software accessibility purchasing standard](#) that will be placed into the terms and conditions and request for proposal documents provided by the office of procurement services.

(H) Reporting violations.

- (1) All accessibility concerns with any university digital content should be directed to the digital accessibility coordinator for prompt resolution. Any person desiring to

make an [anonymous complaint](#) with regard to a violation of this policy or any federal or state law with regard to digital accessibility may do so by reporting violations through a confidential mailbox.

- (2) In addition, any person desiring to file a formal complaint for digital accessibility issues may contact the Title II/section 504 coordinator for students or the Title II/section 504 coordinator for employees. The university grievance policy can be found at [university grievance policy](#). The contact information for individuals serving in those roles on behalf of the university can be found at the university's web page dedicated to [accessibility compliance](#).

3356-5-14 ~~Electronic information technology (EIT) accessibility~~ Digital accessibility standard.

Responsible Division/Office: Finance and Business Operations
(Information Technology Services)
Responsible Officer: Vice PresidentVP for Finance and Business Operations
Revision History: December 2013; March 2014; June 2015; December 2015;
March 2017; March 2022
Board Committee: Finance and Facilities
~~BOT Approval~~ Effective Date: March 16³, 20172022
Next Review: 20222027

(A) Policy statement. Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 prohibit discrimination on the basis of disability in programs and activities by public universities receiving financial assistance from the U.S. department of education. Youngstown state university (“YSU”) is committed to ensuring that communication with university constituents with disabilities, including students, prospective students, employees, guests and visitors, with hearing, visual and manual impairments, or who otherwise require the use of assistive technology to access information, is as effective as communication with those without disabilities.

The university will ensure that all computer software and systems for public use will permit all persons with disabilities to acquire the same information, engage in the same interactions, and enjoy the same services with substantially equivalent ease of use as those without disabilities.

(B) Purpose. All ~~electronic and information technology (“EIT”)~~digital content must be accessible to university constituents and must adhere to the ~~EIT~~digital accessibility standards referred to in paragraph (E)(2)(e) of this rule.

(C) Scope. This policy applies to all ~~electronic and information technology~~digital content, excluding ~~EIT~~digital content intended for private use only. ~~EIT~~Digital content includes:

- (1) University web pages and linked information;
- (2) All online learning content, including documents posted in all learning management systems, (e.g., “Blackboard” ~~and~~ “Sakai”); and
- (3) Distance education and e-learning tools and materials.

(D) Definitions.

- (1) “Official university web page.” An official university web page is any web page created by the university, its departments, colleges, or other administrative offices for the official business of the university. This includes Maag library, academics, athletics, student newspaper, and student groups and associations.
- (2) “University-related web page.” A university-related web page is any web page created by or linked from a web page created by faculty, staff, students and/or registered student organizations that are either:
 - (a) Linked from an official university web page;
 - (b) Stored on one of the university-controlled web servers;
 - (c) Created in support of university businesses and courses; or
 - (d) On servers contracted by the university.
- (3) “Content editors.” Authorized university faculty, ~~or staff, or student employees~~ trained by the information technology ~~services (“IT”)(“ITS”), and human resources (“HR”)~~ ~~YSU web team, and/or cyberlearning~~ department on the ~~EITdigital~~ accessibility standards and on the approved content management system such that they are approved to maintain a department or office web page.
- ~~(4) “Faculty.” Authorized faculty who have received training on EIT accessibility standards and content management systems.~~
- ~~(5)~~ ~~(4)~~ “~~EITDigital~~ accessibility training.” Required training conducted by staff of the ~~EIT, ITS, YSU web team, and/or cyberlearning~~ and ~~HR~~ departments for all content editors and faculty prior to having authorization to publish ~~EITdigital content~~ on the university website, web pages, or any university ~~EITdigital platform~~.
- ~~(6)~~ ~~(5)~~ “~~EITDigital~~ accessibility coordinator.” Staff member authorized to coordinate and implement the ~~EITdigital~~ accessibility policy.
- ~~(7)~~ ~~(6)~~ “~~EITDigital~~ accessibility standards.” YSU’s ~~EITdigital~~ accessibility standards are drawn from W3C web accessibility initiative (“WAI”) and section 508 standards.
- ~~(8)~~ ~~(7)~~ “Implementation timeline.” Plan for the university to be fully compliant with the ~~EITdigital~~ accessibility standards.

(E) Parameters.

- (1) Each administrative unit, department, or office, through an authorized content editor, is responsible for ensuring that ~~EITdigital~~ content is accessible. In addition, all software and IT systems purchased shall produce accessible products and documents and/or shall be compatible with assistive technology.

(2) Content editors may develop and maintain official university web pages and are responsible for their content subject to the following requirements:

- (a) Software used to develop official university web pages will be limited to packages approved by ~~information technology services (“ITS”)~~ITS.
- (b) Official university web pages must run on ITS servers or servers contracted for by ITS.
- (c) All official university web pages and related university web pages and all ~~EIT~~digital content must strictly adhere to the ~~EIT~~digital accessibility standards.
- (d) The ~~EIT~~digital accessibility coordinator shall provide direction and guidance on standards to be followed for accessibility of all ~~EIT~~digital content. The standards shall be posted on the ~~ADA accessibility compliance web page~~digital accessibility web page. The ~~EIT~~digital accessibility coordinator is responsible for developing and implementing a plan to monitor all university ~~EIT~~digital content for adherence to ~~EIT~~digital accessibility standards. The ~~EIT~~digital accessibility coordinator is authorized to disable any ~~EIT~~digital content found to be in violation of the ~~EIT~~digital accessibility standards.
- (e) All official and university-related web pages and all ~~EIT~~digital content must adhere to:
 - (i) Applicable copyright laws.
 - (ii) Applicable state of Ohio and federal laws and rules.
 - (iii) Rule 3356-4-09 of the Administrative Code, “Acceptable Use of University Technology Resources,” (where appropriate).
 - (iv) ~~EIT~~Digital accessibility standards.
- (f) The use of university symbols (i.e., YSU word mark, YSU logo, university seal, and Pete the penguin) and related information should adhere to the university’s graphic identity standards from the office of marketing and communications.
- (g) Registered student organizations use of the university name must adhere to article V, section F, paragraph 16, of “The Code of Student Rights, Responsibilities, and Conduct.”

(h) The following are examples of content prohibited from display on either official university web pages or university-related web pages, including all ~~EIT~~digital content:

- (i) Unauthorized solicitation or endorsement for for-profit business ventures.
- (ii) Activities that involve a conflict of interest (rules 3356-7-01 and 3356-7-19 of the Administrative Code).
- (iii) Adult content (including banners).
- (iv) Any content covered by rule 3356-4-13 of the Administrative Code, “Sensitive information,” such as credit card numbers.
- (v) Software or media (i.e., photographs, audio, video, etc.) not authorized for distribution, regardless of the purchase price or copyright status.

(i) All university computer labs shall provide equal access afforded by technology for all users, including users with disabilities. The university shall make assistive technology available at all student computer labs and shall provide a notice of accessibility that includes contact information for questions, inquiries, or complaints.

(F) Procedures for creating and posting accessible ~~EIT~~digital content.

- (1) Authorized content editors and faculty may develop and maintain official university websites or pages and ~~EIT~~digital content.
- (2) Administrative units, individuals, and organizations requesting ability to place ~~EIT~~digital content on the university website or the university course management system must contact the university website manager at YSU web team in order to be trained and become an authorized content editor and/or faculty.
- (3) If any ~~EIT~~digital content is determined to be in violation of the parameters in this policy, including the ~~EIT~~digital accessibility standards, an effort will be made beforehand to discuss the violation(s) with the content editor or faculty and to correct any errors. The ~~EIT~~digital accessibility coordinator has the authority to disable any ~~EIT~~digital content from the university servers if in his/her discretion such action is necessary.

(G) Purchasing accessible software compatible with assistive technology. It is the policy of the university to ensure that all IT software and systems purchased meet the ~~EIT~~digital accessibility standards by producing accessible products and documents. The software or systems shall permit persons with disabilities to acquire the same information, engage in

the same interactions, and enjoy the same services with substantially equivalent ease of use as those without disabilities. See [computer software accessibility purchasing standard](#) that will be placed into the terms and conditions and request for proposal documents provided by the office of procurement services.

(H) Reporting violations.

- (1) All accessibility concerns with any university ~~EIT~~[digital content](#) should be directed to the ~~EIT~~[digital accessibility](#) coordinator for prompt resolution. Any person desiring to make an [anonymous complaint](#) with regard to a violation of this policy or any federal or state law with regard to ~~EIT~~[digital](#) accessibility may do so by reporting violations through a confidential mailbox.
- (2) In addition, any person desiring to file a formal complaint for ~~EIT~~[digital](#) accessibility issues may contact the Title II/section 504 coordinator for students or the Title II/section 504 coordinator for employees. The university grievance policy can be found at [university grievance policy](#). The contact information for individuals serving in those roles on behalf of the university can be found at the university's web page dedicated to [accessibility compliance](#).



**RESOLUTION TO APPROVE
CHANGES TO TUITION AND FEES FOR THE 2022-23
ACADEMIC AND FISCAL YEAR**

WHEREAS, Ohio law provides that Boards of Trustees of state-assisted institutions of higher education shall supplement state subsidies by income from charges to students, including an "instructional fee" for educational and associated operational support of the institution and a "general fee" for non-instructional services, and that these two fees shall encompass all charges for services assessed uniformly to all enrolled students and shall be identified as "tuition"; and

WHEREAS, Ohio law also provides that each Board may establish special purpose fees, service and housing charges, fines and penalties and that a tuition surcharge shall be paid by all students who are not residents of Ohio; and

WHEREAS, Ohio law provides that the University shall separately identify the Instructional Fee, the General Fee, the Tuition Charge, and the Tuition Surcharge; and

WHEREAS, Ohio law provides that fees charged for instruction shall not be considered to be a price for service but shall be considered to be an integral part of the state government financing program in support of higher education opportunity for students; and

NOW, THEREFORE, BE IT RESOLVED, that unless otherwise noted herein, this Resolution shall replace all previously adopted Resolutions pertaining to tuition, fees and/or other charges; and

BE IT ALSO RESOLVED, that the Board of Trustees of Youngstown State University does hereby declare the "tuition charge" shall be the sum of the Instructional Fee, General Fee, and the Information Services Fee, and does hereby establish the tuition charge and other fees as included in the attached Exhibit, to become effective for the 2022-23 academic year and shall not exceed what is permitted by the final enacted version of the state of Ohio budget bill for the FY 2022 and FY 2023 biennium, and to remain in effect until changed by the Board of Trustees, except as may be specifically noted otherwise; and

BE IT FURTHER RESOLVED, that the President of Youngstown State University or his designee shall have the authority to approve:

1. Fees for continuing education and noncredit courses, institutes, and workshops offered or coordinated through the Colleges and Office of College Access and Transition;

2. Ticket prices for admission of the public to intercollegiate athletic games and to student music or dramatic productions;
3. Service charges for loans to students;
4. A special fee for programs under contract (e.g., a training program). It shall be understood that such special fees, if authorized, shall provide for all related costs of the program and that the budget for such a fund shall be subject to approval in the same manner as other University operating budgets; and
5. Fees for credit courses offered by the Office of College Access and Transition under contract to established groups as provided for in Resolution YR 2001-03.

In all cases, the revenue generated by such fees and charges shall be expended in conformity with appropriately approved budgets. It shall be understood that: (a) charges for unreturned or damaged equipment checked out to a student shall be established by the cognizant University staff person and the charge shall be sufficient to recover replacement costs and with a charge to cover processing costs; (b) for such charges as noted in (a) above, the approval of neither the President nor the Board of Trustees shall be required; and (c) the President or his designees shall have the authority to designate parking facilities by location or by time which may be utilized either without charge or for a reduced charge.

Fines which are authorized in this resolution may be assessed against nonstudents who are authorized to use University services as well as against students; and the rates detailed in this resolution shall replace the rates in any other resolution in conflict, and it shall continue to be the policy of this Board to review and adopt all fees, service charges, and fines annually in order that students and others are informed as to rates for the coming year and budgets may be finalized. It is understood that charges, fines, penalties, and assessments to students and non-students will not be waived except as specifically authorized by proper authority. Fee waivers authorized by the Chancellor, in accordance with section 381.170 of Am. Sub. H.B. 166 of the 133rd General Assembly, are identified in the attached Exhibit and made part herein.

If a student is permitted to withdraw from the University or if a student reduces his or her academic load, a refund of the tuition charge and the nonresident tuition surcharge, where applicable, shall be made in conformity with the following schedule. If the withdrawal is after the prescribed time limits, all tuition and other applicable fees and charges are forfeited. All applicable fees, fines, and penalties due must be paid before the refund is paid. Refund policies for University Housing and Courtyard Apartments shall be set by Student Affairs in accordance with best business practices.

Refund Schedule

<u>Length of Course</u>	<u>100% refund</u>	<u>No refund</u>
More than 8 weeks:	through 14th day of term.	15th day of term and later.
8 weeks or less:	through 7 th day of term.	8 th day of term and later.

YOUNGSTOWN STATE UNIVERSITY
Summary of Full-Time Bulk-Rate Tuition¹
(See Schedules 2, 3 and 4 for detail)

Schedule 1

	FY 2022 Actual	FY 2023			
		Proposed	\$ Change	% Change	
UNDERGRADUATE					
Continuing students, per semester					
Resident	\$4,291.20	\$4,377.00	\$85.80	2.00%	
Non-resident:					
Affordable Tuition Advantage ²	\$4,471.20	\$4,557.00	\$85.80	1.92%	
Penguin Promise cohort 5, per semester					
Resident	N/A	\$5,205.24	New	New	
Non-resident:					
Affordable Tuition Advantage ²	N/A	\$5,385.24	New	New	
GRADUATE³					
Masters-Level, per semester					
Resident	\$6,452.88	\$6,494.40	\$41.52	0.64%	
Non-resident:					
Affordable Tuition Advantage ²	\$6,632.88	\$6,674.40	\$41.52	0.63%	
Doctoral-Level, per semester					
Resident	\$6,826.80	\$6,868.32	\$41.52	0.61%	
Non-resident:					
Affordable Tuition Advantage ²	\$7,006.80	\$7,048.32	\$41.52	0.59%	

1. Rates for specialized programs not included in this presentation.

2. Prior to the 2021-22 academic year, the Affordable Tuition Advantage (ATA) rate was offered to non-resident students from certain nearby/border counties in, Pennsylvania, New York State and West Virginia. Effective fall 2021, the University will charge the ATA surcharge to all non-resident students.

3. Although the graduate bulk-rate band is from 12-18 hours, graduate students are considered full-time for academic purposes at 6 credit hours and above.

YOUNGSTOWN STATE UNIVERSITY
Resident Undergraduate Tuition & Fees
(for non-Penguin Promise students enrolled spring 2018 or earlier)

Fee Description	FY 2022 Actual	FY 2023		
		Proposed	\$ Change	% Change
BULK-RATE TUITION & MANDATORY FEES				
Instructional Fee (per semester, 12-18 credit hours)	\$3,438.36	\$3,507.12	\$68.76	2.00%
General Fee (per semester, 12-18 credit hours)	\$725.52	\$740.04	\$14.52	2.00%
Information Services Fee (per semester, 12-18 credit hours)	\$127.32	\$129.84	\$2.52	1.98%
Full-time tuition & mandatory fees	\$4,291.20	\$4,377.00	\$85.80	2.00%
TUITION & MANDATORY FEES (outside bulk-rate)				
Instructional Fee (per credit hour)	\$286.53	\$292.26	\$5.73	2.00%
General Fee (per credit hour)	\$60.46	\$61.67	\$1.21	2.00%
Information Services Fee (per credit hour)	\$10.61	\$10.82	\$0.21	1.98%

YOUNGSTOWN STATE UNIVERSITY
Penguin Promise Tuition Guarantee* - Resident Undergraduate Tuition & Fees

BULK-RATE TUITION & MANDATORY FEES	Cohort 5	Change from Prior Cohort	
	FY 2023	%	\$
Instructional Fee (per semester, 12-18 credit hours)	\$4,017.72	4.60%	\$176.64
General Fee	\$1,187.52	4.60%	\$52.20
Full-time Penguin Promise tuition	\$5,205.24	4.60%	\$228.84
TUITION & MANDATORY FEES (outside bulk-rate)			
Instructional Fee (per credit hour)	\$334.81	4.60%	\$14.72
General Fee (per credit hour)	\$98.96	4.60%	\$4.35
Penguin Promise tuition per credit hour	\$433.77	4.60%	\$19.07
BULK-RATE TUITION & MANDATORY FEES	Cohort 4	Change from Prior Cohort	
	FY 2022	%	\$
Instructional Fee (per semester, 12-18 credit hours)	\$3,841.08	3.80%	\$140.64
General Fee	\$1,135.32	3.80%	\$41.52
Full-time Penguin Promise tuition	\$4,976.40	3.80%	\$182.16
TUITION & MANDATORY FEES (outside bulk-rate)			
Instructional Fee (per credit hour)	\$320.09	3.80%	\$11.72
General Fee (per credit hour)	\$94.61	3.80%	\$3.46
Penguin Promise tuition per credit hour	\$414.70	3.80%	\$15.18
BULK-RATE TUITION & MANDATORY FEES	Cohort 3	Change from Prior Cohort	
	FY 2021	%	\$
Instructional Fee (per semester, 12-18 credit hours)	\$3,700.44	4.10%	\$145.80
General Fee	\$1,093.80	4.10%	\$43.08
Full-time Penguin Promise tuition	\$4,794.24	4.10%	\$188.88
TUITION & MANDATORY FEES (outside bulk-rate)			
Instructional Fee (per credit hour)	\$308.37	4.10%	\$12.15
General Fee (per credit hour)	\$91.15	4.10%	\$3.59
Penguin Promise tuition per credit hour	\$399.52	4.10%	\$15.74
BULK-RATE TUITION & MANDATORY FEES	Cohort 2	Change from Prior Cohort	
	FY 2020	%	\$
Instructional Fee (per semester, 12-18 credit hours)	\$3,554.64	3.50%	\$120.24
General Fee	\$1,050.72	3.50%	\$35.53
Full-time Penguin Promise tuition	\$4,605.36	3.50%	\$155.77
TUITION & MANDATORY FEES (outside bulk-rate)			
Instructional Fee (per credit hour)	\$296.22	3.50%	\$10.02
General Fee (per credit hour)	\$87.56	3.50%	\$2.96
Penguin Promise tuition per credit hour	\$383.78	3.50%	\$12.98
BULK-RATE TUITION & MANDATORY FEES	Cohort 1	Change from Prior Cohort	
	FY 2019	%	\$
Instructional Fee (per semester, 12-18 credit hours)	\$3,434.40	N/A (FY19 is first cohort)	
General Fee	\$1,015.19	N/A (FY19 is first cohort)	
Full-time Penguin Promise tuition	\$4,449.59	N/A (FY19 is first cohort)	
TUITION & MANDATORY FEES (outside bulk-rate)			
Instructional Fee (per credit hour)	\$286.20	N/A (FY19 is first cohort)	
General Fee (per credit hour)	\$84.60	N/A (FY19 is first cohort)	
Penguin Promise tuition per credit hour	\$370.80	N/A (FY19 is first cohort)	

* Guarantee cohort rates set pursuant to Ohio Revised Code §3345.48 and state budget (temporary law) language.

YOUNGSTOWN STATE UNIVERSITY
Undergraduate College Fees

Fee Description	FY 2022 Actual	FY 2023		
		Proposed	\$ Change	% Change
COLLEGE FEES				
Beeghly College of Liberal Arts, Social Sciences & Education				
Undergrad with Junior Standing and Above (per credit hour)	\$8.00	\$8.00	\$0.00	0.00%
Undergrad with Junior Standing and Above (bulk rate, 12-18 hours)	\$96.00	\$96.00	\$0.00	0.00%
Bitonte College of Health & Human Services				
Undergrad with Junior Standing and Above (per credit hour)	\$12.50	\$12.50	\$0.00	0.00%
Undergrad with Junior Standing and Above (bulk rate, 12-18 hours)	\$150.00	\$150.00	\$0.00	0.00%
College of Science, Technology, Engineering & Mathematics				
Undergrad with Junior Standing and Above (per credit hour)	\$25.00	\$25.00	\$0.00	0.00%
Undergrad with Junior Standing and Above (bulk rate, 12-18 hours)	\$300.00	\$300.00	\$0.00	0.00%
Cliffe College of Creative Arts & Communications				
Undergraduates (per credit hour)	\$9.00	\$9.00	\$0.00	0.00%
Undergraduates, (bulk rate, 12-18 hours)	\$108.00	\$108.00	\$0.00	0.00%
Williamson College of Business Administration				
Undergraduates (per credit hour)	\$20.00	\$20.00	\$0.00	0.00%
Undergraduates, (bulk rate, 12-18 hours)	\$240.00	\$240.00	\$0.00	0.00%

YOUNGSTOWN STATE UNIVERSITY
Masters-Level Graduate Tuition & Fees

Schedule 3

Fee Description	FY 2022 Actual	FY 2023		
		Proposed	\$ Change	% Change
BULK-RATE TUITION & MANDATORY FEES				
Instructional Fee (per semester, 12-18 credit hours)	\$5,359.08	\$5,359.08	\$0.00	0.00%
General Fee (per semester, 12-18 credit hours)	\$1,093.80	\$1,135.32	\$41.52	3.80%
Full-time tuition & mandatory fees	\$6,452.88	\$6,494.40	\$41.52	0.64%
TUITION & MANDATORY FEES (outside bulk-rate)				
Instructional Fee (per credit hour)	\$446.59	\$446.59	\$0.00	0.00%
General Fee (per credit hour)	\$91.15	\$94.61	\$3.46	3.80%
ADDITIONAL GRADUATE FEES				
Master of Public Health¹ (per credit hour)	\$621.00	\$621.00	\$0.00	0.00%
Master of Fine Arts¹ (per credit hour)	\$570.00	\$570.00	\$0.00	0.00%
Nurse Anesthetist Program Fee² (per semester)	\$3,011.14	\$3,011.14	\$0.00	0.00%
Graduate Workshops (per credit hour)				
Resident	\$168.13	\$169.21	\$1.08	0.64%
Non-Resident	\$179.31	\$180.46	\$1.15	0.64%

1. The MPH and MFA fees are set by consortia of several Ohio public universities of which YSU is a member. MPH rates apply to related certificate programs.

2. Nurse Anesthetist fee is set by the St. Elizabeth Health Center School for Nurse Anesthetists.

YOUNGSTOWN STATE UNIVERSITY
Doctoral-Level Graduate Tuition & Fees

Fee Description	FY 2022 Actual	FY 2023		
		Proposed	\$ Change	% Change
BULK-RATE TUITION & MANDATORY FEES				
Instructional Fee (per semester, 12-18 credit hours)	\$5,733.00	\$5,733.00	\$0.00	0.00%
General Fee (per semester, 12-18 credit hours)	\$1,093.80	\$1,135.32	\$41.52	3.80%
Full-time tuition & mandatory fees	\$6,826.80	\$6,868.32	\$41.52	0.61%
TUITION & MANDATORY FEES (outside bulk-rate)				
Instructional Fee (per credit hour)	\$477.75	\$477.75	\$0.00	0.00%
General Fee (per credit hour)	\$91.15	\$94.61	\$3.46	3.80%
ADDITIONAL DOCTORAL FEES				
Nurse Anesthetists Program Fee¹ (per semester)	\$1,746.19	\$1,746.19	\$0.00	0.00%

1. Nurse Anesthetist fee is set by the St. Elizabeth Health Center School for Nurse Anesthetists.

YOUNGSTOWN STATE UNIVERSITY
Accelerated Online Programs¹

Schedule 3b

Fee Description	AY 2022 Actual	AY 2023		
		Proposed	\$ Change	% Change
Master of Business Administration				
In-state	\$13,500.00	\$13,500.00	\$0.00	0.0%
Non-resident	\$13,650.00	\$13,650.00	\$0.00	0.0%
Master of Science in Education				
In-state	\$12,450.00	\$12,450.00	\$0.00	0.0%
Non-resident	\$12,600.00	\$12,600.00	\$0.00	0.0%
Master of Science in Education, Educational Administration with Principal Licensure				
In-state	\$14,940.00	\$14,940.00	\$0.00	0.0%
Non-resident	\$15,120.00	\$15,120.00	\$0.00	0.0%
Doctor of Education, Education Leadership				
In-state	\$24,900.00	\$24,900.00	\$0.00	0.0%
Non-resident	\$25,200.00	\$25,200.00	\$0.00	0.0%
Registered Nurse to Bachelor of Science in Nursing²				
In-state	\$8,820.00	\$7,700.00	(\$1,120.00)	-12.7%
Non-resident	\$8,960.00	\$7,840.00	(\$1,120.00)	-12.5%
Master of Family Nurse Practitioner				
In-state	\$24,242.00	\$24,242.00	\$0.00	0.0%
Non-resident	\$24,472.00	\$24,472.00	\$0.00	0.0%
Master of Nursing Education				
In-state	N/A	\$15,120.00	New in AY 2023; program rate based on 36 credit hours.	
Non-resident	N/A	\$15,300.00		
Master of Adult Gerontology Acute Care				
In-state	\$23,715.00	\$23,715.00	\$0.00	0.0%
Non-resident	\$23,940.00	\$23,940.00	\$0.00	0.0%
Adult Gerontology Acute Care Post Masters Certificate				
In-state	\$19,499.00	\$19,499.00	\$0.00	0.0%
Non-resident	\$19,684.00	\$19,684.00	\$0.00	0.0%
Family Nurse Practitioner Post Masters Certificate				
In-state	\$19,499.00	\$19,499.00	\$0.00	0.0%
Non-resident	\$19,684.00	\$19,684.00	\$0.00	0.0%
Advanced placement FNP Certificate				
In-state (per credit)	\$527.00	\$527.00	\$0.00	0.0%
Non-resident (per credit)	\$532.00	\$532.00	\$0.00	0.0%
Advanced placement AGAC Certificate				
In-state (per credit)	\$527.00	\$527.00	\$0.00	0.0%
Non-resident (per credit)	\$532.00	\$532.00	\$0.00	0.0%
Educational Leadership Certificate				
In-state (per credit)	\$415.00	\$415.00	\$0.00	0.0%
Non-resident (per credit)	\$420.00	\$420.00	\$0.00	0.0%
Preceptor Technology Fee, per credit hour³	\$4.00	\$4.00	\$0.00	0.0%

1. Accelerated Online Programs are offered through YSU's agreement with Academic Partnerships. Rates are based on academic year, which begins summer or fall semester, depending on program curriculum. Unless otherwise noted, these amounts represent total program charges to enrolled students. The number of required credit hours varies by program.

2. Up to 19 additional general education credits may be required at \$350 per credit hour.

3. Fee applicable to programs that require specialized preceptor software, including Nurse Practitioner and Adult Gerontology programs.

YOUNGSTOWN STATE UNIVERSITY
Non-Resident Tuition Surcharge

Schedule 4

	FY 2022 Actual	FY 2023		
		Proposed	\$ Change	%Change
UNDERGRADUATE				
Affordable Tuition Advantage¹				
Part-time (per credit, 1-11 credits)	\$15.00	\$15.00	\$0.00	0.00%
Full-time (per semester, within bulk)	\$180.00	\$180.00	\$0.00	0.00%
Credits in excess of bulk (per credit)	\$15.00	\$15.00	\$0.00	0.00%
GRADUATE²				
Affordable Tuition Advantage¹				
Below bulk-rate (per credit, 1-11 credits)	\$15.00	\$15.00	\$0.00	0.00%
Within bulk-rate (per semester)	\$180.00	\$180.00	\$0.00	0.00%
Credits in excess of bulk (per credit)	\$15.00	\$15.00	\$0.00	0.00%
If undergraduate degree conferred by an Ohio institution				
Below bulk-rate (per credit, 1-11 credits)	\$5.00	\$5.00	\$0.00	0.00%
Within bulk-rate (per semester)	\$60.00	\$60.00	\$0.00	0.00%
Credits in excess of bulk (per credit)	\$5.00	\$5.00	\$0.00	0.00%
Special Programs				
Master of Public Health				
Below bulk-rate (per credit, 1-11 credits)	\$5.00	\$5.00	\$0.00	0.00%
Within bulk-rate (per semester)	\$60.00	\$60.00	\$0.00	0.00%
Credits in excess of bulk (per credit)	\$5.00	\$5.00	\$0.00	0.00%
Master of Fine Arts				
Below bulk-rate (per credit, 1-11 credits)	\$5.00	\$5.00	\$0.00	0.00%
Within bulk-rate (per semester)	\$60.00	\$60.00	\$0.00	0.00%
Credits in excess of bulk (per credit)	\$5.00	\$5.00	\$0.00	0.00%
Accelerated Online Programs				
Undergraduate and Graduate				
Below bulk-rate (per credit, 1-11 credits)	\$5.00	\$5.00	\$0.00	0.00%
Within bulk-rate (per semester)	\$60.00	\$60.00	\$0.00	0.00%
Credits in excess of bulk (per credit)	\$5.00	\$5.00	\$0.00	0.00%

1. Prior to the 2021-22 academic year, the Affordable Tuition Advantage (ATA) rate was offered to non-resident students from certain nearby/border counties in, Pennsylvania, New York State and West Virginia. Effective fall 2021, the University assesses the ATA surcharge on all non-resident students.

2. Although the graduate bulk-rate band is 12-18 hours, graduate students are full-time for academic purposes at 6 credit hours and above.

YOUNGSTOWN STATE UNIVERSITY
Distance Education Program Fees

Fee Description	FY 2022 Actual	FY 2023			
		Proposed	\$ Change	% Change	
UNDERGRADUATE, continuing students, non-Penguin Promise					
BULK-RATE TUITION & MANDATORY FEES					
Instructional Fee (per semester, 12-18 credit hours)	\$3,438.36	\$3,507.12	\$68.76	2.00%	
Information Services Fee (per semester, 12-18 credit hours)	\$127.32	\$129.84	\$2.52	1.98%	
Full-time tuition & mandatory fees	\$3,565.68	\$3,636.96	\$71.28	2.00%	
TUITION & MANDATORY FEES (outside bulk-rate)					
Instructional Fee (per credit hour, 1-11 hours)	\$286.53	\$292.26	\$5.73	2.00%	
Information Services Fee (per credit hour)	\$10.61	\$10.82	\$0.21	1.98%	
GRADUATE					
BULK-RATE TUITION & MANDATORY FEES					
Instructional Fee (per semester, 12-18 credit hours)	\$5,359.08	\$5,359.08	\$0.00	0.00%	
Information Services Fee (per semester, 12-18 credit hours)	\$127.32	\$129.84	\$2.52	1.98%	
Full-time tuition & mandatory fees	\$5,486.40	\$5,488.92	\$2.52	0.05%	
TUITION & MANDATORY FEES (outside bulk-rate)					
Instructional Fee (per credit hour, 1-11 hours)	\$446.59	\$446.59	\$0.00	0.00%	
Information Services Fee (per credit hour)	\$10.61	\$10.82	\$0.21	1.98%	
WEB-BASED PROGRAM					
Per Web-Based Course	\$100.00	\$100.00	\$0.00	0.00%	

YOUNGSTOWN STATE UNIVERSITY
Short-Term Housing Charges FY2023*

	FY2022 Actual	FY 2023		
		Proposed	\$ Change	% Change
Room Options				
Weekly	N/A	\$250.00	New	New
Monthly	N/A	\$900.00	New	New
Meal Plan Options				
50-block meal plan	N/A	\$610.00	New	New
30-block meal plan	N/A	\$470.00	New	New
Sampler plan	N/A	\$155.00	New	New
Add-On Options				
Linen Package (per set)	N/A	\$25.00	New	New
Hospitality Basket	N/A	\$50.00	New	New
Summer Storage (per month)	N/A	\$50.00	New	New

*Short-term housing will be offered in Wick House during FY 2023.

YOUNGSTOWN STATE UNIVERSITY
Other Fees, Charges and Fines

Schedule 7

Fee Description	FY 2022 Actual	FY 2023 Proposed	Change
ACT Test Fee	\$55.00	\$55.00	\$0.00
Career Services Fee, for continuing non-Penguin Promise Students			
Level 1 - Mandatory, Freshman and Sophomores (per credit hour)	\$1.75	\$1.75	\$0.00
Level 2 - Mandatory, Junior and Senior (per credit hour)	\$2.75	\$2.75	\$0.00
Check Replacement Fee	\$25.00	\$25.00	\$0.00
Child Preschool Lab Fee (per semester)	\$150.00	\$150.00	\$0.00
College Level Examination Program Test Fee (CLEP)	\$25.00	\$25.00	\$0.00
College Credit Plus per credit (<i>rates set by State of Ohio and subject to change</i>):			
In high school instruction by high school teacher	\$41.64	\$41.64	\$0.00
Online instruction by YSU faculty	\$83.28	\$83.28	\$0.00
On-campus instruction by YSU faculty	\$166.55	\$166.55	\$0.00
College Over Sixty Registration Fee	\$5.00	\$5.00	\$0.00
Computer-based Placement Re-Test Fee (per test)	\$20.00	\$20.00	\$0.00
Course Book, e-Book, and instructional materials	Variable	Variable	
Course Fees (per course) (name change in FY20, formerly Lab & Materials fees)			
Course Fee Level 1	\$35.00	\$35.00	\$0.00
Course Fee Level 2	\$50.00	\$50.00	\$0.00
Course Fee Level 3	\$65.00	\$65.00	\$0.00
Course Fee Level 4 (gross anatomy)	\$300.00	\$300.00	\$0.00
Course Fee Level 7	\$20.00	\$20.00	\$0.00
Course Fee Level 8	\$85.00	\$85.00	\$0.00
Course Fee Level 9	\$25.00	\$25.00	\$0.00
Course Fee Level 10 (nursing clinical)	\$200.00	\$200.00	\$0.00
Course Fee Level 11 (Co-Op)	\$350.00	\$350.00	\$0.00
Course Fee Level 12	\$300.00	\$300.00	\$0.00
Course Fee Level 13	\$100.00	\$100.00	\$0.00
Student Success (name change in FY 2021, formerly First Year Experience)	\$35.00	\$35.00	\$0.00
Credit by Examination (per credit)	\$20.00	\$20.00	\$0.00
Credit Card Convenience Fee (student accounts only)	2.85%	2.85%	\$0.00
Deferred Payment Fee (for employers)	\$50.00	\$50.00	\$0.00
Duplicate Diploma Fee	\$40.00	\$40.00	\$0.00
Equipment, Materials & Damage Replacement Fee	<i>Replacement value</i>		
Federal Background Check	\$28.00	\$28.00	\$0.00
Fingerprinting Web Check Fee (per occurrence)	\$37.00	\$37.00	\$0.00
Graduate Accelerated Program Fee	\$50.00	\$50.00	\$0.00
Graduate Student Application Fee	\$45.00	\$45.00	\$0.00
Graduation Fee	\$65.00	\$65.00	\$0.00
Health Center fee (pass-through to Mercy Health), mandatory flat fee	\$34.00	\$34.00	\$0.00
Honors College Fee (per semester)	\$25.00	\$25.00	\$0.00
Installment Plan Fee (maximum)	\$50.00	\$50.00	\$0.00
International Fees:			
International Student Program Fee (per semester, non-AP, non-online)	\$75.00	\$75.00	\$0.00
International Student Credential Evaluation Fee-Graduate	\$45.00	\$45.00	\$0.00
International Student Health Insurance (pass-through, set by insurance carrier)	Variable	Variable	\$0.00
International Student Transportation Fee	\$40.00	\$40.00	\$0.00
International Student Storage Fee	\$5.00	\$5.00	\$0.00
International Student Activities Fee	Variable	Variable	N/A
Placement & Supervision for Overseas Student Teaching	Variable	Variable	N/A
Internal Revenue Service / 1098T Fee (IRS penalty for incorrect name/SSN match)	\$100.00	\$100.00	\$0.00

YOUNGSTOWN STATE UNIVERSITY
Other Fees, Charges and Fines

Schedule 7

Fee Description	FY 2022 Actual	FY 2023 Proposed	Change
Intramural Sports:			
Team Rate per sport	\$25.00	N/A	(\$25.00)
Individual - Single sport	N/A	\$5.00	New
Individual - Multi sport bulk rate	N/A	\$12.00	New
Jump Start (rates apply only to initial summer semester and select courses):			
One 1-credit lab	\$200.00	N/A program suspended	
One 3-credit course	\$500.00	N/A program suspended	
One 4-credit course	\$650.00	N/A program suspended	
One 5-credit course	\$850.00	N/A program suspended	
Late Graduation Application Fee (after 3rd week)	\$38.50	\$38.50	\$0.00
Late Payment Fee	\$50.00	\$50.00	\$0.00
Library Fines:			
Replacement Processing Fee	\$10.00	\$10.00	\$0.00
Overdue InterLibrary Loan Material (per day)	\$0.05	\$0.05	\$0.00
Overdue Maag/Depository Material (per day)	\$0.10	\$0.10	\$0.00
Overdue OhioLINK Material (per day)	\$0.50	\$0.50	\$0.00
Overdue Closed Reserve Material Daily Rental (per day)	\$0.55	\$0.55	\$0.00
Overdue Closed Reserve Material Hourly Rental (per hour)	\$0.55	\$0.55	\$0.00
Library Material Replacement Fee	Market Value	Market Value	\$0.00
Library Study Carrel Rental	\$25.00	\$25.00	\$0.00
OhioLINK Material Replacement Fee	\$110.00	\$110.00	\$0.00
SearchOhio (OhioLINK partner) Overdue fine (per day)	\$0.50	\$0.50	\$0.00
SearchOhio (OhioLINK partner) Material Replacement Fee	\$25.00	\$25.00	\$0.00
MAT Test Fee	\$90.00	\$90.00	\$0.00
NCAA Permissible Expenses	Variable	Variable	N/A
Ohio Attorney General Payment / Collections Fee	Variable	Variable	\$0.00
Parking & Transportation Fees			
Transportation Fees, Non-Penguin Promise Undergrad. Students, per semester:			
Fall & Spring terms, mandatory for students enrolled in 6 or more credits	\$115.00	\$115.00	\$0.00
Fall & Spring terms, optional permit for students enrolled in less than 6 credits	\$115.00	\$115.00	\$0.00
Summer term, mandatory for students enrolled in 6 or more credits	\$58.00	\$58.00	\$0.00
Summer term, optional permit for students enrolled in less than 6 credits	\$58.00	\$58.00	\$0.00
Parking Permit Fees, Penguin Promise/Graduate/Doctoral Students:			
Optional commuter permit, per semester	\$45.00	\$45.00	\$0.00
Optional overnight permit, per semester	\$90.00	\$90.00	\$0.00
Parking Permit Fees, Other Miscellaneous:			
Employees, per semester	\$85.00	\$85.00	\$0.00
Contract employees, per semester, Fall & Spring	\$160.00	\$160.00	\$0.00
Contract employees, Summer term	\$103.00	\$103.00	\$0.00
Control Card Replacement	\$5.00	\$5.00	\$0.00
Visitors, Daily/Special Event (per day)	\$5.00	\$5.00	\$0.00
Visitors, Weekly/Special Event (per week)	\$18.00	\$18.00	\$0.00
Parking Violations:			
Class I (minor violation, 1st offense)	\$25.00	\$25.00	\$0.00
Class I (minor violation, 2nd offense)	\$30.00	\$30.00	\$0.00
Class I (minor violation, 3rd offense)	\$35.00	\$35.00	\$0.00
Class II (major violations)	\$100.00	\$100.00	\$0.00
Class III (legal violations)	\$250.00	\$250.00	\$0.00
PC Data Recovery Service Fee	\$100.00	\$100.00	\$0.00
PC Remediation Service Fee	\$75.00	\$75.00	\$0.00

YOUNGSTOWN STATE UNIVERSITY
Other Fees, Charges and Fines

Schedule 7

Fee Description	FY 2022 Actual	FY 2023 Proposed	Change
Peace Officers Training Academy	\$300.00	\$300.00	\$0.00
Photo I.D. Replacement Charge	\$25.00	\$25.00	\$0.00
Physical Therapy Doctoral Acceptance Deposit	\$500.00	\$500.00	\$0.00
Proficiency Examination (per course)	\$45.00	\$45.00	\$0.00
Program Fees:			
Bachelor of Arts in Telecommunications Studies (per course)	\$35.00	\$35.00	\$0.00
Bachelor of Fine Arts - Studio Art Program (per credit course)	\$29.00	\$29.00	\$0.00
Bachelor of Science in Engineering (per student-per semester)	\$50.00	\$50.00	\$0.00
Master of Business Administration (per credit hour)	\$50.00	\$50.00	\$0.00
Master of Accountancy (per credit hour)	\$50.00	\$50.00	\$0.00
Applied / Performance Music (per credit hour course)	\$75.00	\$75.00	\$0.00
Reading Tutoring Fee	\$38.00	\$38.00	\$0.00
Returned Check or Credit Card Fee	\$30.00	\$30.00	\$0.00
Rich Autism Center Pre-School Program (per week)	\$125.00	\$125.00	\$0.00
Student Code of Conduct Fines for Violations:			
Failure to attend conduct hearing	\$25.00	\$25.00	\$0.00
Failure to complete disciplinary sanction	\$25.00	\$25.00	\$0.00
Restitution for lost/stolen/damaged property	\$50.00	\$50.00	\$0.00
Alcohol abuse violation - 1st offense	\$75.00	\$75.00	\$0.00
Alcohol abuse violation - 2nd offense	\$125.00	\$125.00	\$0.00
Alcohol abuse violation - 3rd+ offense	\$175.00	\$175.00	\$0.00
Drug/controlled substance abuse violation - 1st offense	\$100.00	\$100.00	\$0.00
Drug/controlled substance abuse violation - 2nd offense	\$150.00	\$150.00	\$0.00
Drug/controlled substance abuse violation - 3rd+ offense	\$250.00	\$250.00	\$0.00
Violation for violent or threatening behavior	\$150.00	\$150.00	\$0.00
Violation for theft	\$150.00	\$150.00	\$0.00
Violation for weapons	\$150.00	\$150.00	\$0.00
Violation for drugs sales or distribution	\$250.00	\$250.00	\$0.00
Other violations	up to \$250	up to \$250	\$0.00
Student Locker Rental (per year)	\$25.00	\$25.00	\$0.00
Study Abroad Fees:			
Individual Study Abroad	\$75.00	\$75.00	\$0.00
Faculty-led Study Abroad (various, based on actual travel costs)	Variable	Variable	N/A
Technology Equipment Loaner Fee	\$50.00	\$50.00	\$0.00
Thesis Binding Fee	\$25.00	\$25.00	\$0.00
Transcript Fee	\$6.00	\$6.00	\$0.00
Transcript Rush Fee (same-day processing)	\$12.00	\$12.00	\$0.00
Transcript Rush Fee (overnight express)	\$35.00	\$35.00	\$0.00
Undergraduate Application Fee (first time applicant)	\$45.00	\$45.00	\$0.00
Web-based course fee (for students not in a web-based program)	\$100.00	\$100.00	\$0.00
Youngstown Early College (per credit hour)	\$118.55	\$123.05	\$4.50

YOUNGSTOWN STATE UNIVERSITY

Fee Waivers

Waiver	Fee Waived	Amount Waived per credit hour	Adjusted Rate with Waiver
Reduced Non-Resident Surcharge for graduate students who earned an undergrad degree at an Ohio university.	Non-Resident Surcharge	\$10.00	\$5.00
Distance Education	General Fee	\$61.67	\$0.00
Youngstown Early College	Blended to create special YEC rate	\$241.70	\$123.05
Reduced Non-Resident Surcharge for specialized programs: *Masters of Fine Arts *Masters of Public Health *Accelerated Online Programs	Non-resident Surcharge	\$10.00	\$5.00



**RESOLUTION TO APPROVE
INTERFUND TRANSFERS**

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

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

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



YOUNGSTOWN STATE UNIVERSITY
Interfund Transfers Requiring Board Approval
Transfers Outside of the Operating Budget
Requested Transfers for Third Quarter 2022

FROM	TO	AMOUNT	REASON
Parking Services Plant Reserve (Auxiliary Plant Fund)	West of Fifth and Commerce Street Parking Lots	\$800,000	To fund parking lot projects on West and Southwest perimeters of campus.
Parking Services Plant Reserve (Auxiliary Plant Fund)	M-30 Parking Renovations	\$750,000	To fund renovation project.



**RESOLUTION TO RATIFY
PERSONNEL ACTIONS**

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

WHEREAS, new appointments and other personnel actions have been made subsequent to the December 2, 2021, meeting of the Board of Trustees; and

WHEREAS, such personnel actions are in accordance with the 2021-2022 Budget and with University policies 3356-2-02, Equal Opportunity and Affirmative Action Recruitment and Employment; 3356-7-36, Hiring and Selection Process, Contracts and Compensation for Intercollegiate Athletic Coaches; 3356-9-02, Selection and Annual Evaluation of Administrative Officers of the University; and 3356-7-42, Selection of Professional/Administrative Staff;

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



SUMMARY OF PERSONNEL ACTIONS

Athletics Employees

10/16/21 through 1/15/22

Appointments – 4

- Professional Administrative Excluded – 4

Separations – 3

- Professional Administrative Excluded – 3

Reclassification/Position Adjustment – 4

- Professional Administrative Excluded – 3
- Professional Administrative Staff – 1

Salary Adjustments – 5

- Professional Administrative Excluded – 5

**YOUNGSTOWN STATE UNIVERSITY
ATHLETICS EMPLOYEES
PERSONNEL ACTIONS 10/16/21 THROUGH 1/15/22
APPOINTMENTS**

**YOUNGSTOWN STATE UNIVERSITY
ATHLETICS EMPLOYEES
PERSONNEL ACTIONS 10/16/21 THROUGH 1/15/22
SEPARATIONS**

**YOUNGSTOWN STATE UNIVERSITY
ATHLETICS EMPLOYEES
PERSONNEL ACTIONS 10/16/21 THROUGH 1/15/22
RECLASSIFICATIONS/POSITION ADJUSTMENTS**

**YOUNGSTOWN STATE UNIVERSITY
ATHLETICS EMPLOYEES
PERSONNEL ACTIONS 10/16/21 THROUGH 1/15/22
SALARY ADJUSTMENTS**



**RESOLUTION TO MODIFY
DRUG-FREE ENVIRONMENT POLICY, 3356-7-20**

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy Drug-free Environment, policy number 3356-7-20, attached hereto.

3356-7-20 Drug-free environment.

Responsible Division/Office: Human Resources, Student Affairs, Athletics
Responsible Officer: AVP for Human Resources, AVP of Student Experience, Dean of Students, Executive Director of Athletics
Revision History: September 1998; December 2010; September 2015; December 2016; March 2022
Board Committee: University Affairs
Effective Date: **March 3, 2022**
Next Review: 2027

- (A) Policy statement. Youngstown state university (“university”) is committed to creating a safe and healthy environment for its employees, students, and visitors. The university prohibits the unlawful manufacture, distribution, dispensation, possession, sale or use of illegal drugs, controlled substances, intoxicants, and alcohol by any student, employee, organization (including student organizations), volunteer or visitor on university premises, at any location where university business is being conducted, as part of any university activity, in a university vehicle, or in the workplace. Employees are prohibited from working and from operating any university vehicle or equipment while under the influence of alcohol or non-prescribed controlled substances. Employees using prescribed or over-the-counter medication are prohibited from operating university vehicles or equipment at any time when their ability to do so might be impaired by the medication. No passenger in a university vehicle may consume alcoholic beverages or use non-prescribed controlled substances while in the vehicle.
- (B) Purpose. This policy is designed to create and maintain an environment which sustains the general health and well-being of students, employees, and visitors and to comply with the Drug-Free Workplace Act of 1988 and the Drug-Free Schools and Communities Act Amendments of 1989. The authorized use of alcohol on university premises is governed by university policy 3356-5-10, “Alcoholic beverages on campus” (rule 3356-5-10 of the Administrative Code).
- (C) Scope. This policy applies to all students, interns, faculty, employees (including student employees), volunteers, university visitors, third parties, (unless otherwise noted) and any individual or organization using university

premises or engaged in a university activity or program whether on or off campus. NCAA student athletes shall follow the policies and guidelines set forth by the NCAA, the affiliated conference and the university department of athletics, in addition to this policy.

- (1) As a recipient of federal funding, such as student financial aid and federal grants and contracts for research, the university is required to follow federal law, including the Controlled Substances Act (“CSA”) (21 U.S.C. 13). The CSA prohibits the manufacture, dispensation, possession, use, or distribution of marijuana in any form on any university-owned property, in the conduct of university business, or as part of any university activity.

On September 8, 2016, Ohio law allowed certain activities related to the possession and use of medical marijuana. However, using and possessing marijuana, including medically prescribed marijuana, continues to be prohibited by and a violation of the CSA and university policy. This prohibition applies even when the possession and use would be legal under the laws of Ohio. As a result, those with medical marijuana prescriptions/cards are not permitted to use medical marijuana on campus, in the conduct of university business, or as part of any university activity. Sanctions for students and employees who are found to be in possession of or using marijuana include suspension, expulsion and/or termination of employment.

- (2) This prohibition does not extend to research related to marijuana that is approved by any of the following:
 - (a) The agency for health care research and quality;
 - (b) The national institutes of health;
 - (c) The national academy of sciences;
 - (d) The centers for medicare and medicaid services;
 - (e) The United States department of defense;
 - (f) The centers for disease control and prevention;

- (g) The United States department of veterans affairs;
- (h) The drug enforcement administration;
- (i) The food and drug administration; and
- (j) Any board recognized by the national institutes of health for the purpose of evaluating the medical value of healthcare services.

(3) Students who are legally authorized Ohio medical marijuana users and are living in university-owned or managed housing, may submit a letter with supporting documentation to the associate vice president for student experience asking to be released from their university housing and dining obligations.

(4) Students who are legally authorized Ohio medical marijuana users and are living in university-owned or managed housing, may not possess or use marijuana in these facilities. Any questions regarding medical marijuana and on-campus living may be directed to the associate vice president of student experience in Kilcawley House or email jlbyers@ysu.edu.

(D) Definitions.

- (1) “University premise.” Any building or land (including parking lots) owned, leased or used by the university including any site at which an employee is to perform work for the university.
- (2) “University vehicle or equipment.” Any vehicle or equipment owned, leased, or operated by the university.
- (3) “Controlled substances.” Include and are not limited to narcotics, depressants, stimulants, hallucinogens, cannabis, and any chemical compound added to federal or state regulations and denoted as a controlled substance.

- (4) "Illegal drugs." A substance whose use or possession is controlled by federal or state law but is not being used or possessed under the supervision of a licensed health care professional.
- (5) "Intoxicant." Any substance which can induce a condition of diminished mental and/or physical ability, excitement, irrational behavior or other physiological effects.
- (6) "Random testing." Drug or alcohol testing that is conducted on employees chosen by random selection.
- (7) "Reasonable suspicion testing." Testing based on specific, objective observations concerning the appearance, behavior, speech, or body odors of an employee including but not limited to slurred speech; dilated or pinpoint pupils; drowsiness or sleepiness; unusual or rapid changes in mood; unexplained work errors; impaired manual dexterity, coordination, or ability to reason; or upon verification of a drug or alcohol-related conviction; and self-disclosure of selling or taking drugs or alcohol.
- (8) "Refusal to consent." Obstructing the collection or testing process; submitting an altered, adulterated, or substitute sample; failing to appear for a scheduled test; refusing to complete the requested testing forms; failing to promptly provide specimen(s) for testing when directed to do so and without a valid medical basis for the failure.

(E) Guidelines.

- (1) All faculty, staff, volunteers, and student employees are required to report known or suspected violations of this policy to their supervisor, manager, or an appropriate administrator.
- (2) This policy is subject to all applicable collective bargaining agreements and state law; however, no employee or bargaining unit may be exempted from application of this policy.
- (3) Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided by an employee or volunteer shall be kept confidential to the extent required by law and maintained in files separate from personnel files. Such records and information may only be disclosed among

managers and supervisors on a need-to-know basis and may also be disclosed where relevant to a grievance, charge, claim or other legal proceeding.

- (4) Voluntary submission for treatment of substance abuse problems will not subject employees or volunteers to disciplinary action or sanctions; however, submission for treatment shall not serve as a substitute for disciplinary action or sanction under this or any other university policy.
- (5) Any employee, volunteer, or visitor who observes an individual unlawfully manufacturing, distributing, dispensing, using or possessing alcohol or possessing controlled substances on university premises shall be reported immediately to the university police. Off-site university programs or activities should contact campus police, security and/or local law enforcement.

(F) Procedures.

- (1) Consistent with this policy, the office of human resources shall:
 - (a) Develop procedures for the implementation and monitoring of drug and alcohol testing program which may include contracting with outside entities to provide testing services;
 - (b) Inform all employees of the drug-free environment policy upon employment and ensure that the policy is accessible to all employees on the human resources website;
 - (c) Provide access to training for supervisors and managers; and
 - (d) Provide information on resources available through the university's employee assistance program ("EAP").
- (2) Consistent with this policy, the office of student experience shall:
 - (a) Annually inform students of the university's drug-free environment policy;
 - (b) Provide alcohol and drug abuse awareness programming for students.

(3) Drug/alcohol testing.

- (a) Pre-employment testing. Applicants for specific safety-related and other designated positions at the university will be drug/alcohol tested after receiving a final offer of employment and prior to beginning work. Applicants will be notified at the time of application that testing for drugs is a requirement of the employment process. Offers of employment are contingent on successfully passing a drug/alcohol test.
- (b) Random testing. Performed for safety-related and other designated positions as required by law and pursuant to individual agreements. Employees in this group are subject to random testing as a condition of continued employment.
- (c) Ordered testing. With the approval of the office of human resources, departments or units within the university can establish testing standards that are more rigorous than outlined in this policy (such testing is typically required by federal regulations, licensure boards, and other legal or regulatory entities).
- (d) Reasonable suspicion testing.
 - (i) Reasonable suspicion testing may be ordered by a supervisor, chair, or other university administration only in consultation with the office of human resources employee and labor relations officer.
 - (ii) If the supervisor or manager is unclear that testing is merited, they should consult with the office of human resources employee and labor relations officer.
 - (iii) Where reasonable suspicion exists, the employee or volunteer shall be immediately relieved of duty pending the outcome of the testing. After an employee is sent for testing, the employee should be placed on administrative leave until further actions are taken.

- (iv) Failure of a manager or supervisor to receive training on this policy shall not invalidate otherwise proper reasonable suspicion testing.
- (v) Individuals testing positive should be referred to the university employee assistance program (EAP) for evaluation. The evaluation will determine and recommend if substance abuse treatment or education is appropriate and/or necessary. Employee and labor relations will review the recommendation and may determine that treatment is a requirement for any current employee who has an alcohol or drug problem that affects job performance.
- (e) Post-rehabilitation testing. When an employee has had a confirmed positive test result or has been sent to a drug dependency program at the request of the university and will remain as a university employee, then as a condition of continued employment, the employee will be required to take and pass a follow-up drug test or tests during a period of up to two years after the employee's return to work.

(G) Self-disclosure of conviction by employee.

- (1) Consistent with this policy and as required by the Drug Free Workplace Act of 1988, all employees, faculty, staff and volunteers are required to notify their immediate supervisor within five calendar days after any alcohol or drug-related conviction or finding of guilt, including the operation of any vehicle while impaired, and including a plea of nolo contendere occurring in the workplace. When a supervisor is so notified by an employee, the supervisor shall immediately notify the chief human resources officer.
- (2) Within thirty days of such notice, the university will take appropriate personnel action against the employee, which may include corrective action, random testing requirements, notification of an appropriate licensing authority, and required participation in a drug abuse assistance or rehabilitation program.
- (3) If the self-disclosure is from an employee engaged in the performance of work under a federal grant or contract the supervisor shall notify the director of research services. The director of research services

shall notify the federal agency sponsoring the grant or contract within ten days after notification of the employee's conviction.

(H) Sanctions for violation or noncompliance.

- (1) A refusal to consent to testing shall be considered as a violation of this policy.
- (2) Corrective action may include discipline up to and including termination, required participation in an evaluation by EAP and/or follow-through with an education/treatment program. If an employee refuses to participate or does not satisfactorily complete a required education/treatment program, the employee may be subject to corrective action up to and including termination.
- (3) Students violating this policy will be subject to disciplinary action in accordance with university policy 3356-8-01.1 "The Student Code of Conduct" (rule 3356-8-01.1 of the Administrative Code). Sanctions may include loss of good standing, probation, suspension, or expulsion.
- (4) Employees violating this policy will be subject to disciplinary action in accordance with applicable collective bargaining agreements and/or other university policies and procedures. Sanctions may include warning, reprimand, suspension, removal or termination, or referral for prosecution. Employees violating this policy may also be required to participate in a drug or alcohol abuse assistance or rehabilitation program.
- (5) Employees, students, volunteers, and visitors who violate this policy may be prohibited from accessing university premises, services, programs or events under university policy 3356-7-45, "Persona non grata" (rule 3356-7-45 of the Administrative Code).

3356-7-20 Drug-free environment.

Responsible Division/Office: Human Resources, [Student Affairs, Athletics](#)
Responsible Officer: ~~VP for Legal Affairs and~~[AVP for Human Resources,](#)
~~AVP of Student Experience, Dean of Students,~~
~~Executive Director of Athletics~~
Revision History: September 1998; December 2010; September 2015;
December 2016; [March 2022](#)
Board Committee: University Affairs
Effective Date: ~~December 1, 2016~~[March 3, 2022](#)
Minor Revision: ~~December 7, 2021 (paragraph (D)(7))~~
Next Review: ~~2021~~[2027](#)

- (A) Policy statement. Youngstown state university (“university”) is committed to creating a safe and healthy environment for its employees, students, and visitors. The university prohibits the unlawful manufacture, distribution, dispensation, possession, sale or use of illegal drugs, controlled substances, intoxicants, and alcohol by any student, employee, organization (including student organizations), volunteer or visitor on university premises, at any location where university business is being conducted, as part of any university activity, in a university vehicle, or in the workplace. Employees are prohibited from working and from operating any university vehicle or equipment while under the influence of alcohol or non-prescribed controlled substances. Employees using prescribed or over-the-counter medication are prohibited from operating university vehicles or equipment at any time when their ability to do so might be impaired by the medication. No passenger in a university vehicle may consume alcoholic beverages or use non-prescribed controlled substances while in the vehicle.
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- (C) Scope. This policy applies to all students, interns, faculty, employees (including student employees), volunteers, university visitors, third parties,

(unless otherwise noted) and any individual or organization using university premises or engaged in a university activity or program whether on or off campus. NCAA student athletes shall follow the policies and guidelines set forth by the NCAA, the affiliated conference and the university department of athletics, in addition to this policy.

- (1) As a recipient of federal funding, such as student financial aid and federal grants and contracts for research, the university is required to follow federal law, including the Controlled Substances Act (“CSA”) (21 U.S.C. 13). The CSA prohibits the manufacture, dispensation, possession, use, or distribution of marijuana in any form on any university-owned property, in the conduct of university business, or as part of any university activity.

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 - (a) The agency for health care research and quality;
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 - (d) The centers for medicare and medicaid services;
 - (e) The United States department of defense;

- (f) The centers for disease control and prevention;
- (g) The United States department of veterans affairs;
- (h) The drug enforcement administration;
- (i) The food and drug administration; and
- (j) Any board recognized by the national institutes of health for the purpose of evaluating the medical value of healthcare services.

- (3) Students who are legally authorized Ohio medical marijuana users and are living in university-owned or managed housing, may submit a letter with supporting documentation to the associate vice president for student experience asking to be released from their university housing and dining obligations.
- (4) Students who are legally authorized Ohio medical marijuana users and are living in university-owned or managed housing, may not possess or use marijuana in these facilities. Any questions regarding medical marijuana and on-campus living may be directed to the associate vice president ~~for of~~ student experience ~~in Kilcawley center, room 2071 or email ejhoward01@ysu.edu.~~ in Kilcawley House or email jlbyers@ysu.edu.

(D) Definitions.

- (1) “University premise.” Any building or land (including parking lots) owned, leased or used by the university including any site at which an employee is to perform work for the university.
- (2) “University vehicle or equipment.” Any vehicle or equipment owned, leased, or operated by the university.
- (3) “Controlled substances.” Include and are not limited to narcotics, depressants, stimulants, hallucinogens, cannabis, and any chemical compound added to federal or state regulations and denoted as a controlled substance.

- (4) "Illegal drugs." A substance whose use or possession is controlled by federal or state law but is not being used or possessed under the supervision of a licensed health care professional.
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- (6) "Random testing." Drug or alcohol testing that is conducted on employees chosen by random selection.
- (7) "Reasonable suspicion testing." Testing based on specific, objective observations concerning the appearance, behavior, speech, or body odors of an employee including but not limited to slurred speech; dilated or pinpoint pupils; drowsiness or sleepiness; unusual or rapid changes in mood; unexplained work errors; impaired manual dexterity, coordination, or ability to reason; or upon verification of a drug or alcohol-related conviction; and self-disclosure of selling or taking drugs or alcohol.
- (8) "Refusal to consent." Obstructing the collection or testing process; submitting an altered, adulterated, or substitute sample; failing to appear for a scheduled test; refusing to complete the requested testing forms; failing to promptly provide specimen(s) for testing when directed to do so and without a valid medical basis for the failure.

(E) Guidelines.

- (1) All faculty, staff, volunteers, and student employees are required to report known or suspected violations of this policy to their supervisor, manager, or an appropriate administrator.
- (2) This policy is subject to all applicable collective bargaining agreements and state law; however, no employee or bargaining unit may be exempted from application of this policy.
- (3) Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided by an employee or volunteer shall be kept confidential to the extent required by law and maintained in files separate ~~from~~ personnel files. Such records and information may only be disclosed among

managers and supervisors on a need-to-know basis and may also be disclosed where relevant to a grievance, charge, claim or other legal proceeding.

- (4) Voluntary submission for treatment of substance abuse problems will not subject employees or volunteers to disciplinary action or sanctions; however, submission for treatment shall not serve as a substitute for disciplinary action or sanction under this or any other university policy.
- (5) Any employee, volunteer, or visitor who observes an individual unlawfully manufacturing, distributing, dispensing, using or possessing alcohol or possessing controlled substances on university premises shall be reported immediately to the university police. Off-site university programs or activities should contact campus police, security and/or local law enforcement.

(F) Procedures.

- (1) Consistent with this policy, the office of human resources shall:
 - (a) Develop procedures for the implementation and monitoring of drug and alcohol testing program which may include contracting with outside entities to provide testing services;
 - (b) Inform all employees of the drug-free environment policy upon employment and ensure that the policy is accessible to all employees on the human resources website;
 - (c) Provide access to training for supervisors and managers; and
 - (d) Provide information on resources available through the university's employee assistance program ("EAP").
- (2) Consistent with this policy, the office of student experience shall:
 - (a) Annually inform students of the university's drug-free environment policy;
 - (b) Provide alcohol and drug abuse awareness programming for students.

(3) Drug/alcohol testing.

- (a) Pre-employment testing. Applicants for specific safety-related and other designated positions at the university will be drug/alcohol tested after receiving a final offer of employment and prior to beginning work. Applicants will be notified at the time of application that testing for drugs is a requirement of the employment process. Offers of employment are contingent on successfully passing a drug/alcohol test.
- (b) Random testing. Performed for safety-related and other designated positions as required by law and pursuant to individual agreements. Employees in this group are subject to random testing as a condition of continued employment.
- (c) Ordered testing. With the approval of the office of human resources, departments or units within the university can establish testing standards that are more rigorous than outlined in this policy (such testing is typically required by federal regulations, licensure boards, and other legal or regulatory entities).
- (d) Reasonable suspicion testing.
 - (i) Reasonable suspicion testing may be ordered by a supervisor, chair, or other university administration only in consultation with the office of human resources employee and labor relations officer.
 - (ii) If the supervisor or manager is unclear that testing is merited, they should consult with the office of human resources employee and labor relations officer.
 - (iii) Where reasonable suspicion exists, the employee or volunteer shall be immediately relieved of duty pending the outcome of the testing. After an employee is sent for testing, the employee should be placed on administrative leave until further actions are taken.

- (iv) Failure of a manager or supervisor to receive training on this policy shall not invalidate otherwise proper reasonable suspicion testing.
- (v) Individuals testing positive should be referred to the university employee assistance program (EAP) for evaluation. The evaluation will determine and recommend if substance abuse treatment or education is appropriate and/or necessary. Employee and labor relations will review the recommendation and may determine that treatment is a requirement for any current employee who has an alcohol or drug problem that affects job performance.

(e) Post-rehabilitation testing. When an employee has had a confirmed positive test result or has been sent to a drug dependency program at the request of the university and will remain as a university employee, then as a condition of continued employment, the employee will be required to take and pass a follow-up drug test or tests during a period of up to two years after the employee's return to work.

(G) Self-disclosure of conviction by employee.

- (1) Consistent with this policy and as required by the Drug Free Workplace Act of 1988, all employees, faculty, staff and volunteers are required to notify their immediate supervisor within five calendar days after any alcohol or drug-related conviction or finding of guilt, including the operation of any vehicle while impaired, and including a plea of nolo contendere occurring in the workplace. When a supervisor is so notified by an employee, the supervisor shall immediately notify the chief human resources officer.
- (2) Within thirty days of such notice, the university will take appropriate personnel action against the employee, which may include corrective action, random testing requirements, notification of an appropriate licensing authority, and required participation in a drug abuse assistance or rehabilitation program.
- (3) If the self-disclosure is from an employee engaged in the performance of work under a federal grant or contract the supervisor shall notify the ~~associate vice president for research~~director of research services.

The ~~associate vice president for research~~director of research services shall notify the federal agency sponsoring the grant or contract within ten days after notification of the employee's conviction.

(H) Sanctions for violation or noncompliance.

- (1) A refusal to consent to testing shall be considered as a violation of this policy.
- (2) Corrective action may include discipline up to and including termination, required participation in an evaluation by EAP and/or follow-through with an education/treatment program. If an employee refuses to participate or does not satisfactorily complete a required education/treatment program, the employee may be subject to corrective action up to and including termination.
- (3) Students violating this policy will be subject to disciplinary action in accordance with ~~"The Code of Student Rights, Responsibilities, and Conduct (The Code)."~~ university policy 3356-8-01.1 "The Student Code of Conduct" (rule 3356-8-01.1 of the Administrative Code). Sanctions may include ~~warning, loss of good standing,~~ probation, suspension, or expulsion, ~~or referral for prosecution.~~
- (4) Employees violating this policy will be subject to disciplinary action in accordance with applicable collective bargaining agreements and/or other university policies and procedures. Sanctions may include warning, reprimand, suspension, removal or termination, or referral for prosecution. Employees violating this policy may also be required to participate in a drug or alcohol abuse assistance or rehabilitation program.
- (5) Employees, students, volunteers, and visitors who violate this policy may be prohibited from accessing university premises, services, programs or events under ~~rule 3356-7-45 of the Administrative Code (see~~ university policy 3356-7-45, "Persona non grata" ~~)~~ (rule 3356-7-45 of the Administrative Code).



**RESOLUTION TO MODIFY AND RETITLE
ADMINISTRATIVE COMPLAINT PROCESS –
PROFESSIONAL/ADMINISTRATIVE STAFF NOT COVERED BY A
COLLECTIVE BARGAINING AGREEMENT POLICY, 3356-7-37**

WHEREAS, University Policies are being reviewed and re-conceptualized on an ongoing basis; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy governing Administrative Complaint Process – Professional/Administrative Staff Not Covered by a Collective Bargaining Agreement, policy number 3356-7-37, to be retitled as Administrative Complaint Process, Excluded Professional/Administrative Employees, attached hereto.

3356-7-37 Administrative complaint process, excluded professional administrative employees.

Responsible Division/Office: Human Resources

Responsible Officer: VP for Legal Affairs and Human Resources

Revision History: July 1999; March 2011; March 2016;
March 2022

Board Committee: University Affairs

Effective Date: **March 3, 2022**

Next Review: 2027

- (A) Policy statement. The university is committed to equitable employment practices and maintains a complaint process that may be utilized by professional/administrative staff to provide prompt and equitable resolution of disputes resulting from administrative employment-related decisions, i.e., reclassification, promotion, discipline, working conditions, and termination decisions.
- (B) Scope. This policy may be used by professional administrative staff not covered by a collective bargaining agreement. Employees covered by a collective bargaining agreement should consult their respective agreements.
- (C) Parameters.
 - (1) Employees with a complaint about an administrative decision are encouraged to initiate informal discussion with their immediate supervisor prior to filing a formal complaint.
 - (2) An employee who is dissatisfied with the informal discussion or chooses not to engage in an informal discussion may file a formal complaint of an administrative decision that will be reviewed and a final determination made.
 - (3) The chief human resources officer is authorized to develop additional procedures necessary for the implementation of this policy.

(D) Procedures.

- (1) A formal written complaint identifying the specific decision and reason for the complaint must be sent to the employee's immediate supervisor no later than ten working days of the occurrence or ten days from when the employee reasonably should have known of the occurrence.
- (2) The supervisor will conduct an appropriate review and respond to the complaint in writing within ten working days of its receipt.
- (3) If this response does not satisfy the employee, a written complaint may be sent to the chief human resources officer within ten working days from receipt of the supervisor's response. The chief human resources officer, in consultation with the appropriate vice president, will review all information submitted and render a final written decision within fourteen working days from the date on which the complaint is received.

3356-7-37 Administrative complaint process—~~professional administrative staff not covered by a collective bargaining agreement~~, excluded professional administrative employees.

Previous Policy Number: 7017.01

Responsible Division/Office: Human Resources

Responsible Officer: VP for Legal Affairs and Human Resources

Revision History: July 1999; March 2011; March 2016; March 2022

Board Committee: University Affairs

Effective Date: March 16, 20163, 2022

Next Review: 20212027

(A) Policy statement. The university is committed to equitable employment practices and maintains a complaint process that may be utilized by professional/administrative staff to provide prompt and equitable resolution of disputes resulting from administrative employment-related decisions, ~~i.e.~~, reclassification, promotion, discipline, working conditions, and termination decisions.

(B) Scope. This policy may be used by professional administrative staff not covered by a collective bargaining agreement. Employees covered by a collective bargaining agreement should consult their respective agreements.

(B)(C) Parameters.

(1) Employees with a complaint about an administrative decision are encouraged to initiate informal discussion with their immediate supervisor prior to filing a formal complaint.

(2) An Employee employee who is dissatisfied with the informal discussion or chooses not to engage in an informal discussion may file a formal complaint of an administrative decision that will be reviewed and a final determination made.

(3) ~~This policy is not applicable to members of collective bargaining units.~~

~~(4)(3)~~ The chief human resources officer is authorized to develop additional procedures necessary for the implementation of this policy.

~~(C)(D)~~ Procedures.

- (1) A formal written complaint identifying the specific groundsdecision and reason for the complaint must be filedsent to the employee's immediate supervisor no later than ten working days of the occurrence or ten days from when the employee reasonably should have knowledgeknown of the occurrence. ~~This complaint is to be directed to the person's immediate supervisor.~~
- (2) The supervisor will conduct an appropriate review and respond to the complaint in writing within ten working days of its receipt.
- (3) If this response does not satisfy the employee, a written complaint may be sent to the chief human resources officer within ten working days from receipt of the supervisor's response. The chief human resources officer, in consultation with the appropriate vice president, will review all information submitted and render a final written decision. ~~Said written decision will be provided~~ within tenfourteen working days from the date on which the complaint is received.



**RESOLUTION TO MODIFY AND RETITLE
EMPLOYEE FILES POLICY, 3356-7-39**

WHEREAS, University Policies are being reviewed and re-conceptualized on an ongoing basis; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy governing Employee Files, policy number 3356-7-39, to be retitled as Personnel Files, attached hereto.

3356-7-39 Personnel files.

Responsible Division/Office:	Human Resources
Responsible Officer:	VP for Legal Affairs and Human Resources
Revision History:	May 2000; March 2011; December 2016; March 2022
Board Committee:	University Affairs
Effective Date:	March 3, 2022
Next Review:	2027

- (A) Policy statement. The university shall establish and maintain such employee personnel files as necessary in accordance with state and federal laws and applicable collective bargaining agreements. The office of human resources is the sole repository of the official employee personnel files and, as such, maintains a file for each full-time member of the faculty and full-time and part-time members of the professional/administrative and classified civil service staffs. The chief human resources officer serves as the custodian of these official files.
- (B) Definition. Personnel file. An employee's official human resources file that serves as a chronology of the employee's history with the university.
- (C) Procedures.
 - (1) Employees may examine their own personnel file by appointment during regular business hours.
 - (2) Employees may place into their personnel file a written statement commenting on or disagreeing with any document contained in the file.
 - (3) Employees will receive a copy of each document placed in their personnel file by others at the time it is placed in the file.
 - (4) The office of human resources maintains a log of all non-university employees accessing these files. This office will notify employees and the appropriate bargaining unit when a non-university employee has accessed their personnel file.

- (5) Periodically, the president, or designee, shall identify a person or persons to conduct an unannounced spot check of the official employee personnel files and provide a written report of the findings.
- (6) Information contained in personnel files will be used in a manner appropriate to the normal operation of the university and may be reported to the appropriate state or federal agency as required by law.
- (7) Employee personnel files are subject to Ohio's public records law.
- (8) Medical records, benefits records, workers' compensation records, and employment eligibility verification documents are not part of personnel files and are separately maintained by the office of human resources.
- (9) All files maintained by the office of human resources are maintained in accordance with applicable records retention schedules and are periodically examined for the purpose of purging the files of material no longer appropriate for retention.

3356-7-39 EmployeePersonnel files.

Previous Policy Number: 7019.01

Responsible Division/Office: Human Resources

Responsible Officer: VP for Legal Affairs and Human Resources

Revision History: May 2000; March 2011; December 2016; March 2022

Board Committee: University Affairs

Effective Date: December 1, 2016March 3, 2022

Next Review: 20212027

(A) Policy statement. The university shall establish and maintain such employee personnel files as necessary in accordance with state and federal laws and applicable collective bargaining agreements. The office of human resources is the sole repository of the official employee personnel files and, as such, maintains a file for each full-time member of the faculty and full-time and part-time members of the professional/administrative and classified civil service staffs. The chief human resources officer serves as the custodian of these official files.

(B) Definition. Personnel file. An employee's official human resources file that serves as a chronology of the employee's history with the university.

(B)(C) Procedures.

- (1) Employees may examine their own personnel file by appointment during regular business hours.
- (2) Employees may place into their personnel file a written statement commenting on or disagreeing with any document contained in the file.
- (3) Employees will receive a copy of each document placed in their personnel file by others at the time it is placed in the file.
- (4) The office of human resources maintains a log of all non-university employees accessing these files. This office will notify employees and the appropriate bargaining unit when a non-university employee has accessed their personnel file.

- (5) Periodically, the president, or designee, shall identify a person or persons to conduct an unannounced spot check of the official employee personnel files and provide a written report of the findings.
- (6) Information contained in ~~these personnel~~ files will be used in a manner appropriate to the normal operation of the university and may be reported to the appropriate state or federal agency as required by law.
- (7) Employee personnel files are subject to Ohio's public records law.
- (8) Medical records, benefits records, workers' compensation records, and employment eligibility verification documents are not part of personnel files and are separately maintained by the office of human resources.
- (8)(9) All files maintained by the office of human resources are maintained in accordance with applicable records retention schedules and are periodically examined for the purpose of purging the files of material no longer appropriate for retention.



**RESOLUTION TO MODIFY
EMPLOYEE ASSISTANCE PROGRAM POLICY, 3356-7-51**

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy Employee Assistance Program, policy number 3356-7-51, attached hereto.

3356-7-51 Employee assistance program.

Responsible Division/Office: Human Resources
Responsible Officer: VP for Legal Affairs and Human Resources
Revision History: June 2010; December 2016; March 2022
Board Committee: University Affairs
Effective Date: **March 3, 2022**
Next Review: 2027

- (A) Policy statement. Youngstown state university (university) is committed to employment practices that promote the health and welfare of its employees. Through its various benefits packages, it offers employees incentives to pursue additional education; to take advantage of events, activities and performances offered; and to otherwise enhance each employee's standard of living.
- (B) Definition. The university employee assistance program ("EAP") consists of services designed to:
 - (1) Maximize employee functioning on the job and in personal matters, and
 - (2) Assist employee clients in identifying and resolving personal concerns, including, but not limited to, health, marital, family, financial, alcohol, drug, legal, emotional stress, or other personal issues that may affect job performance.
- (C) Parameters.
 - (1) The university's employee assistance program is designed to provide confidential access to professional services such as problem assessment, short-term counseling, and referral to appropriate community and private services.
 - (2) The EAP is available to all full-time benefits eligible employees of the university and eligible family members as defined by the agreement with the provider.

- (3) The office of human resources will make available to supervisors and employees information about referral and participation in the employee assistance program.
- (4) Members of bargaining units should refer to their collective bargaining agreements.

(D) Procedures. Services of the EAP may be initiated in any one of the following ways:

- (1) Employee self-referral. Eligible employees of the university may self-refer for confidential EAP services.
- (2) Supervisory referral for voluntary participation. Supervisors may recommend that an employee participate in the EAP. The office of human resources will not disclose any information regarding EAP participation without written consent of the employee.
- (3) Supervisor/administrative referral for mandatory participation. Employees who exhibit a documented pattern of deteriorating job performance or behavior that could result in termination can be referred by the supervisor to the office of human resources for mandatory participation in the EAP. The office of human resources will be informed of the completion/non-completion of EAP services but will not disclose any information regarding EAP participation without written consent of the employee.

3356-7-51 Employee assistance program.

Previous Policy Number: ~~7026.01~~

Responsible Division/Office: Human Resources

Responsible Officer: VP for Legal Affairs and Human Resources

Revision History: June 2010; December 2016; [March 2022](#)

Board Committee: University Affairs

Effective Date: ~~December 1, 2016~~[March 3, 2022](#)

Next Review: ~~2021~~[2027](#)

- (A) Policy statement. Youngstown state university (university) is committed to employment practices that promote the health and welfare of its employees. Through its various ~~fringe~~ benefits packages, it offers employees incentives to pursue additional education; to take advantage of events, activities and performances offered; and to otherwise enhance each employee's standard of living.
- (B) Definition. The university employee assistance program ("EAP") consists of services designed to:
 - (1) Maximize employee functioning on the job and in personal matters, and
 - (2) Assist employee clients in identifying and resolving personal concerns, including, but not limited to, health, marital, family, financial, alcohol, drug, legal, emotional stress, or other personal issues that may affect job performance.
- (C) Parameters.
 - (1) The university's employee assistance program is designed to provide confidential access to professional services such as problem assessment, short-term counseling, and referral to appropriate community and private services.
 - (2) The EAP is available to all full-time benefits eligible employees of the university and eligible family members as defined by the agreement with the provider.

- (3) The office of human resources will make available to supervisors and employees information about referral and participation in the employee assistance program.
- (4) Members of bargaining units should refer to their collective bargaining agreements.

(D) Procedures. Services of the EAP may be initiated in any one of the following ways:

- (1) Employee self-referral. Eligible employees of the university may self-refer for confidential EAP services.
- (2) Supervisory referral for voluntary participation. Supervisors may recommend that an employee participate in the EAP. The office of human resources will not disclose any information regarding EAP participation without written consent of the employee.
- (3) Supervisor/administrative referral for mandatory participation. Employees who exhibit a documented pattern of deteriorating job performance or behavior that could result in termination can be referred by the supervisor to the office of human resources for mandatory participation in the EAP. The office of human resources will be informed of the completion/non-completion of EAP services but will not disclose any information regarding EAP participation without written consent of the employee.



**RESOLUTION TO AMEND AND RESTATE
THE YOUNGSTOWN STATE UNIVERSITY
ALTERNATIVE RETIREMENT PLAN**

WHEREAS, Youngtown State University (the “University”) adopted the Youngtown State University Alternative Retirement Plan (the “Plan”), effective January 1, 1999, and subsequently amended and restated the Plan effective January 1, 2002 and January 1, 2007 (“2007 Restatement”); and

WHEREAS, the University reserved the right in Section 8.3 of the Plan to amend the Plan by action of the University’s Board of Trustees; and

WHEREAS, the Plan is required to be amended to comply with certain changes in the law made under the Setting Every Community Up for Retirement Enhancement Act of 2019 (“SECURE Act”) and the Coronavirus Aid, Relief, and Economic Security Act of 2020 (“CARES Act”); and

WHEREAS, the Board of Trustees desires to approve a formal amendment to the 2007 Restatement in order to comply with the SECURE Act and the CARES Act; and

WHEREAS, the University is required to periodically amend and restate the Plan to incorporate changes in the law; and

WHEREAS, the Board of Trustees desires to approve a formal amendment and restatement of the Plan in order to comply with applicable law.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Youngstown State University that the SECURE Act and CARES Act Amendment to the Youngstown State University Alternative Retirement Plan, in the form attached hereto as Exhibit A (the “Amendment”), is hereby adopted effective as of January 1, 2020; and

BE IT FURTHER RESOLVED, by the Board of Trustees of Youngstown State University that the amendment and restatement of the Plan, in the form attached hereto as Exhibit B (the “Restated Plan”), is hereby adopted effective as of January 1, 2022; and

BE IT FURTHER RESOLVED, that the Board of Trustees of Youngstown State University authorizes the Vice President for Finance & Business Operations to execute the Amendment, the Restated Plan and any other instruments, documents or conveyances necessary to effectuate and implement the same.

BE IT FURTHER RESOLVED, by the Board of Trustees of Youngstown State University that if further amendments to the Restated Plan (or ancillary documents for the Restated Plan) or the Youngstown State University 403(b) Plan of a technical or non-discretionary nature become necessary to secure or maintain compliance with any applicable law, then the Vice President for Finance and Business Operations, in consultation with the Office of the General Counsel and the Office of Human Resources, is hereby authorized to take such actions and execute any instruments, documents or conveyances necessary to effectuate and implement the same, without further resolution by the Board of Trustees.

**SECURE ACT AND CARES ACT AMENDMENT TO
THE YOUNGSTOWN STATE UNIVERSITY
ALTERNATIVE RETIREMENT PLAN**

WHEREAS, Youngstown State University (the "Employer") maintains the Youngstown State University Alternative Retirement Plan ("Plan");

WHEREAS, the Plan was established effective January 1, 1999, and was most recently amended and restated effective January 1, 2007;

WHEREAS, the Plan is a volume submitter plan maintained by The Ohio State University (the "Volume Submitter Practitioner") as the Ohio Public Education Institutions' Alternative Retirement Plan ("Volume Submitter Plan"), and is the subject of an Opinion Letter issued by the Internal Revenue Service dated March 31, 2014;

WHEREAS, the Volume Submitter Practitioner has adopted the Second Amendment to the Volume Submitter Plan to reflect changes made pursuant to the Setting Every Community Up for Retirement Enhancement Act of 2019 ("SECURE Act") and the Coronavirus Aid, Relief, and Economic Security Act of 2020 ("CARES Act");

WHEREAS, pursuant to Section 8.3 of the Plan, the Employer has the right to amend the Plan; and

WHEREAS, the Employer desires to amend the Plan, as set forth below, to reflect changes made pursuant to the SECURE Act and the CARES Act, in accordance with the Second Amendment to the Volume Submitter Plan.

NOW, THEREFORE, effective as of January 1, 2020 unless otherwise stated herein (the "Effective Date"), the Employer hereby amends the Plan as follows:

1. A new Section 1.16 is hereby added to the Plan as follows:

Section 1.16. Coronavirus-Related Distributions

The Plan shall not permit Coronavirus-Related Distributions.

2. A new Section 2.30 is hereby added to the Plan as follows:

Section 2.30. CARES Act

"CARES Act" shall mean the Coronavirus Aid, Relief, and Economic Security Act of 2020.

3. A new Section 2.31 is hereby added to the Plan as follows:

Section 2.31. Coronavirus-Related Distribution

"Coronavirus-Related Distribution" shall mean a distribution made to a Qualified Individual pursuant to Section 1.16.

4. A new Section 2.32, defining Qualified Individual, is hereby added to the Plan as follows:

Section 2.32. Qualified Individual

"Qualified Individual" shall mean a Participant:

(1) who is diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (COVID-19) by a test approved by the Centers for Disease Control and Prevention;

(2) whose spouse or dependent (as defined in IRC Section 152) is diagnosed with such virus or disease by such a test; or

(3) who experiences adverse financial consequences as a result of: (A) the Participant, the Participant's spouse, or a member of Participant's household (i) being quarantined, (ii) being furloughed or laid off or having work hours reduced due to such virus or disease, (iii) being unable to work due to lack of child care due to such virus or disease, (iv) having a reduction in pay (or self-employment income) due to such virus or disease, or (v) having a job offer rescinded or start date for a job delayed due to such virus or disease; (B) closing or reducing hours of a business owned or operated by the Participant, the Participant's spouse, or a member of the Participant's household due to such virus or disease; or (C) other factors as determined by the Secretary of the Treasury (or the Secretary's delegate); or

(4) any other Participant who satisfies the definition of a Qualified Individual as provided in legislation modifying or extending the CARES Act or regulatory guidance under the CARES Act.

For purposes of this Section 2.32, a member of the Participant's household means someone who shares the Participant's principal residence.

5. The first paragraph of Section 5.5(h) of the Plan is hereby deleted in its entirety and replaced with the following:

The foregoing provisions shall be the standard loan provisions of the Plan. However, different loan terms may be permitted provided that the final determination shall be made by the Provider on a uniform and nondiscriminatory basis. Accordingly, the provisions of this Section 5.5 may be supplemented and/or replaced by more specific or different written provisions adopted by the Provider as part of the Plan's loan policy. In addition, if the Plan permits increased loan limits and/or delayed loan payments to Qualified Individuals under Section 1.12, those provisions shall control in the event of a conflict with the standard loan provisions of the Plan.

6. Section 7.2.1 of the Plan is hereby deleted in its entirety and replaced with the following:

7.2.1 Subject to Section 7.3, Joint and Survivor Annuity or Pre-Retirement Survivor Annuity, the requirements of this Section 7.2 shall apply to any distribution of a Participant's vested Account and will take precedence over any

inconsistent provisions of this Plan. All distributions required under this Section 7.2 shall be determined and made in accordance with the Treasury Regulations under IRC Section 401(a)(9), including the minimum distribution incidental benefit requirement. If a Participant elects to commence a distribution of his vested Account, then distributions may commence as soon as administratively feasible following a Participant's Termination Date or Disability; provided, however, that a Participant may commence a Coronavirus-Related Distribution prior to his or her Termination Date, if permitted by the Employer in Section 1.16.

7. Section 7.2.3(b)(1) of the Plan is hereby deleted in its entirety and replaced with the following:

(1) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72 (age 70 ½ if the Participant would have attained age 70 ½ before January 1, 2020), if later.

8. Section 7.2.6(e) of the Plan is hereby deleted in its entirety and replaced with the following:

(e) Required beginning date. The required beginning date is April 1 of the calendar year following the later of the calendar year in which the Participant attains age 72 (age 70 ½ if the Participant attains age 70 ½ before January 1, 2020) or the calendar year in which the Participant retires.

9. Section 7.2.7 of the Plan is hereby deleted in its entirety and replaced with the following:

7.2.7 Waiver of Required Minimum Distribution

(a) Notwithstanding this Section 7.2 of the Plan, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of IRC Section 401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs, or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence.

(b) Notwithstanding this Section 7.2 of the Plan, for 2020 or such longer period as provided in legislation modifying or extending the CARES Act, the minimum distribution requirements set forth under this Section 7.2 will be satisfied as provided in either subsection (1) or (2) below, as determined by the Provider responsible for the Participant's required minimum distribution and in accordance with the Annuity Contracts:

(1) Effective March 27, 2020, or as soon as administratively practicable thereafter, a Participant or Beneficiary who would have been required to receive a required minimum distribution in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of IRC Section 401(a)(9)(I) ("2020 RMDs") and who would have satisfied that requirement by receiving distributions that are either (i) equal to the 2020 RMDs, or (ii) one or more payments (that include the 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Beneficiary, or for a period of at least 10 years ("Extended 2020 RMDs"), will not receive this distribution unless the Participant or Beneficiary chooses to receive the distribution. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distribution described in the preceding sentence.

(2) Effective March 27, 2020, or as soon as administratively practicable thereafter, a Participant or Beneficiary who would have been required to receive a 2020 RMD, and who would have satisfied that requirement by receiving distributions that are (i) equal to the 2020 RMDs or (ii) Extended 2020 RMDs, will receive this distribution unless the Participant or Beneficiary chooses not to receive such distribution. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distribution described in the preceding sentence.

Further, if provided by the Annuity Contract, 2020 RMDs and/or Extended 2020 RMDs will be treated as eligible rollover distributions for purposes of Section 7.9.

10. Capitalized terms not otherwise defined in this SECURE Act and CARES Act Amendment shall have the meanings ascribed to them in the Plan.
11. All other terms and conditions of the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, the Employer hereby adopts this SECURE Act and CARES Act Amendment effective as of the Effective Date.

YOUNGSTOWN STATE UNIVERSITY

By: _____

Print: _____

Title: _____

Date: _____

**YOUNGSTOWN STATE UNIVERSITY
ALTERNATIVE RETIREMENT PLAN**

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ARTICLE I. GENERAL INFORMATION

Section 1.1. Plan Name and Plan Number

- (a) The name of the "Plan" is "Youngstown State University Alternative Retirement Plan."
- (b) The Plan Number associated with the Plan is 001.

Section 1.2. Effective Date

This is an amendment and restatement of the Plan which was originally effective January 1, 1999. The effective date of this amendment and restatement is January 1, 2022.

Section 1.3. Employer

The "Employer" shall mean Youngstown State University, a public institution of higher education within the meaning of Section 2.10. The Employer is a governmental entity as defined in IRC Section 414(d) for purposes of federal income tax laws.

ARTICLE II. DEFINITIONS

Section 2.1. Academic Employee

"Academic Employee" shall mean any employee who is a member of the faculty of the Employer within the meaning of ORC Section 3305.05. In all cases of doubt, the Employer's Board of Trustees shall make a final determination as to whether an employee is an Academic Employee.

Section 2.2. Account

"Account" shall mean the amount credited to the Employer Account, the Participant Account and, if applicable, the Rollover Account of a Participant or Beneficiary.

Section 2.3. Administrative Employee

"Administrative Employee" shall mean any employee who is a member of the administrative staff of the Employer within the meaning of ORC Section 3305.05. In all cases of doubt, the Employer's Board of Trustees shall make a final determination as to whether an employee is an Administrative Employee.

Section 2.4. Applicable Form

"Applicable Form" shall mean the appropriate form as designated and furnished by the Employer and/or the Provider to make an election or provide a notice required or permitted by the Plan, provided that the Applicable Form required to enroll in the Plan shall be furnished by the Employer, or at the direction of the Employer, only. In those circumstances where the electronic disclosure requirements of Treasury Regulation Section 1.401(a)-21 are satisfied, the Employer and/or Provider may provide for the transmission of elections or notices in electronic form.

Section 2.5. Beneficiary

"Beneficiary" shall mean any person, estate or trust who by operation of law, or under the terms of the Plan, or otherwise, is entitled to receive the Account of a Participant under the Plan. A "designated Beneficiary" shall mean any individual designated or determined in accordance with Section 5.4, excluding any person who becomes a beneficiary by virtue of the laws of inheritance or intestate succession.

Section 2.6. Compensation for Purposes of Section 5.3

"Compensation" for purposes of Section 5.3 of the Plan shall mean IRC Section 415 safe-harbor compensation, including wages, salaries, differential wage payments under IRC Section 3401(h), and fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer to the extent that the amounts are includable in gross income (including, but not limited to, commissions paid to salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan (as described in Treasury Regulation Section 1.62-2(c)), and excluding the following:

- (i) Employer contributions (other than elective contributions described in IRC Section 402(e)(3), 408(k)(6), 408(p)(2)(A)(i), or 457(b)) to a plan of deferred compensation (including a simplified employee pension described in IRC Section 408(k) or a simple retirement account described in IRC Section 408(p), and whether or not qualified) to the extent such contributions are not includable in the employee's gross income for the taxable year in which contributed, and any distributions (whether or not includable in gross income when distributed) from a plan of deferred compensation (whether or not qualified) (**OPTIONAL EXCLUSION**), other than amounts received during the year by an employee pursuant to a nonqualified unfunded deferred compensation plan to the extent includable in gross income.
- (ii) Amounts realized from the exercise of a nonstatutory stock option (that is, an option other than a statutory stock option as defined in Treasury Regulation Section 1.421-1(b)), or when restricted stock (or property) held by the employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture.
- (iii) Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option.
- (iv) Other amounts that receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includable in the gross income of the employee and are not salary reduction amounts that are described in IRC Section 125).
- (v) Other items of remuneration that are similar to any of the items listed in (i) through (iv).

Section 2.7. Compensation for Purposes Other Than Section 5.3

"Compensation" for purposes other than Section 5.3 of the Plan shall mean:

(a) Pursuant to ORC Section 3305.01(E)(1), Compensation under this Paragraph (a) is intended to have the same meaning as "earnable salary" as defined in ORC Section 145.01(R). If the Participant would be subject to the Ohio Public Employees Retirement System had the Participant not made an election pursuant to ORC Section 3305.05 or 3305.051 to participate in this Plan, all salary, wages, and other earnings paid to the Participant by reason of the Participant's employment. The salary, wages, and other earnings shall be determined prior to determination of the amount required to be contributed by the Participant under Section 4.1 and without regard to whether any of the salary, wages, or other earnings are treated as deferred income for federal income tax purposes.

(1) Compensation includes the following:

(i) Payments made by the Employer in lieu of salary, wages, or other earnings for sick leave, personal leave, or vacation used by the Participant;

(ii) Payments made by the Employer for the conversion of sick leave, personal leave, and vacation leave accrued, but not used if the payment is made during the year in which the leave is accrued, except that payments made pursuant to ORC Section 124.383 or ORC Section 124.386 are not Compensation;

(iii) Allowances paid by the Employer for maintenance, consisting of housing, laundry, and meals, as certified to the public employees retirement board by the Employer or the head of the department that employs the Participant;

(iv) Fees and commissions paid under ORC Section 507.09;

(v) Payments that are made under a disability leave program sponsored by the Employer and for which the Employer is required by ORC Section 145.296 to make periodic employer and employee contributions; and

(vi) Amounts included pursuant to former Divisions (K)(3) and (Y) of ORC Section 145.01 and ORC Section 145.2916.

(2) Compensation does not include any of the following:

(i) Fees and commissions, other than those paid under ORC Section 507.09, paid as sole compensation for personal services and fees and commissions for special services over and above services for which the Participant receives a salary;

- (ii) Amounts paid by the Employer to provide life insurance, sickness, accident, endowment, health, medical, hospital, dental, or surgical coverage, or other insurance for the Participant or the Participant's family, or amounts paid by the Employer to the Participant in lieu of providing the insurance;
- (iii) Incidental benefits, including lodging, food, laundry, parking, or services furnished by the Employer, or use of the Employer's property or equipment, or amounts paid by the Employer to the Participant in lieu of providing the incidental benefits;
- (iv) Reimbursement for job-related expenses authorized by the Employer, including moving and travel expenses and expenses related to professional development;
- (v) Payments for accrued but unused sick leave, personal leave, or vacation that are made at any time other than the year in which the sick leave, personal leave, or vacation was accrued;
- (vi) Payments made to or on behalf of the Participant that are in excess of the annual compensation that may be taken into account by the Plan under IRC Section 401(a)(17);
- (vii) Payments under Division (B), (C) or (E) of ORC Section 5923.05, Section 4 of Substitute Senate Bill No. 3 of the 119th Ohio General Assembly, Section 3 of Amended Substitute Senate Bill No. 164 of the 124th Ohio General Assembly, or Amended Substitute House Bill No. 405 of the 124th Ohio General Assembly;
- (viii) Anything of value received by the Participant that is based on or attributable to retirement or an agreement to retire within the meaning of ORC Section 145.01(R); and
- (ix) The portion of any amount included in ORC Section 145.2916 that represents employer contributions.

(b) Pursuant to ORC Section 3305.01(E)(2), Compensation under this Paragraph (b) is intended to have the same meaning as "compensation" as defined in ORC Section 3307.01(L). If the Participant would be subject to the State Teachers Retirement System of Ohio had the Participant not made an election pursuant to ORC Section 3305.05 or 3305.051 to participate in this Plan, all salary, wages, and other earnings paid to the Participant by reason of the Participant's employment, including compensation paid pursuant to a supplemental contract. The salary, wages, and other earnings shall be determined prior to determination of the amount required to be contributed by the Participant under Section 4.1 and without regard to whether any of the salary, wages, or other earnings are treated as deferred income for federal income tax purposes.

(1) Compensation includes amounts paid by the Employer as a retroactive payment of earnings, damages, or back pay pursuant to a court order, court-adopted

settlement agreement, or other settlement agreement if the Plan receives amounts equal to those described in ORC Sections 3307.01(L)(1)(b)(i) and (ii), except to the extent that any portion of such amount is described in Paragraph (b)(2) below.

(2) Compensation does not include any of the following:

(i) Payments for accrued but unused sick leave or personal leave, including payments made under a plan established pursuant to ORC Section 124.39 or any other plan established by the Employer;

(ii) Payments made for accrued but unused vacation leave, including payments made pursuant to ORC Section 124.13 or a plan established by the Employer;

(iii) Payments made for vacation pay covering concurrent periods for which other salary, compensation, or benefits under ORC Chapter 145, 3307 or 3309 are paid;

(iv) Amounts paid by the Employer to provide life insurance, sickness, accident, endowment, health, medical, hospital, dental, or surgical coverage, or other insurance for the Participant or the Participant's family, or amounts paid by the Employer to the Participant in lieu of providing the insurance;

(v) Incidental benefits, including lodging, food, laundry, parking, or services furnished by the Employer, use of the Employer's property or equipment, and reimbursement for job-related expenses authorized by the Employer, including moving and travel expenses and expenses related to professional development;

(vi) Payments made by the Employer in exchange for the Participant's waiver of a right to receive any payment, amount, or benefit described in ORC Section 3307.01(L)(2);

(vii) Payments by the Employer for services not actually rendered;

(viii) Any amount paid by the Employer as a retroactive increase in salary, wages, or other earnings unless the increase is described in ORC Section 3307.01(L)(2)(h);

(ix) Payments made to or on behalf of the Participant that are in excess of the annual compensation that may be taken into account by the Plan under IRC Section 401(a)(17);

(x) Payments made to the Participant under Division (B), (C) or (E) of ORC Section 5923.05, Section 4 of Substitute Senate Bill No. 3 of the 119th Ohio General Assembly, Section 3 of Amended Substitute Bill

No. 164 of the 124th Ohio General Assembly or Amended Substitute House Bill No. 405 of the 124th Ohio General Assembly; and

(xi) Anything of value received by the Participant that is based on or attributable to retirement or an agreement to retire within the meaning of ORC Section 3307.01(L).

(c) Pursuant to ORC Section 3305.01(E)(3), Compensation under this Paragraph (c) is intended to have the same meaning as "compensation" as defined in ORC Section 3309.01(V). If the Participant would be subject to the School Employees Retirement System had the Participant not made an election pursuant to ORC Section 3305.05 or 3305.051 to participate in this Plan, all salary, wages, and other earnings paid to a Participant by reason of employment. The salary, wages, and other earnings shall be determined prior to determination of the amount required to be contributed by the Participant under Section 4.1 and without regard to whether any of the salary, wages, or other earnings are treated as deferred income for federal income tax purposes.

(1) Compensation does not include any of the following:

(i) Payments for accrued but unused sick leave or personal leave, including payments made under a plan established pursuant to ORC Section 124.39 or any other plan established by the Employer;

(ii) Payments made for accrued but unused vacation leave, including payments made pursuant to ORC Section 124.13 or a plan established by the Employer;

(iii) Payments made for vacation pay covering concurrent periods for which other salary or compensation is also paid or during which benefits are paid under ORC Chapter 3309;

(iv) Amounts paid by the Employer to provide life insurance, sickness, accident, endowment, health, medical, hospital, dental, or surgical coverage, or other insurance for the Participant or the Participant's family, or amounts paid by the Employer to the Participant in lieu of providing the insurance;

(v) Incidental benefits, including lodging, food, laundry, parking, or services furnished by the Employer, use of the Employer's property or equipment, and reimbursement for job-related expenses authorized by the Employer, including moving and travel expenses and expenses related to professional development;

(vi) Payments made to or on behalf of the Participant that are in excess of the annual compensation that may be taken into account by the Plan under IRC Section 401(a)(17);

(vii) Payments made under Division (B), (C) or (E) of ORC Section 5923.05, Section 4 of Substitute Senate Bill No. 3 of the 119th Ohio

General Assembly, Section 3 of Amended Substitute Senate Bill No. 164 of the 124th Ohio General Assembly, or Amended Substitute House Bill No. 405 of the 124th Ohio General Assembly; and

(viii) Anything of value received by the Participant that is based on or attributable to retirement or an agreement to retire within the meaning of ORC Section 3309.01(V).

Notwithstanding the foregoing, Compensation shall not be reduced by the amount of exclusions that are not currently includable in the Participant's gross income by reason of the application of IRC Sections 125, 132(f), 402(e)(3), 403(b), 414(h)(2), and 457.

An employee who has satisfied the eligibility requirements for Employer Contributions and Nonelective Contributions during a Plan Year shall be entitled to such contributions only with respect to Compensation earned on or after the date he or she becomes a Participant.

The annual Compensation of each Participant taken into account in determining allocations shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with IRC Section 401(a)(17)(B) (\$270,000 in 2017). Annual Compensation means Compensation during the Plan Year. The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the Plan Year that begins with or within such calendar year.

Section 2.8. Disabled or Disability

"Disabled" or "Disability" shall mean the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long continued and indefinite duration, provided that such Disability occurs while the Participant is an Eligible Employee of the Employer and satisfies the definition under IRC Section 72(m)(7). A Participant shall be considered Disabled only if the permanence and degree of such impairment is supported by medical evidence. Such determinations shall be made by each Provider.

Section 2.9. Eligible Employee

"Eligible Employee" shall mean any Full-time Employee as defined in Section 2.18; provided, however, Eligible Employee shall include: (a) any employee who participated in an alternative retirement plan (as described in ORC Chapter 3305) in the employee's last employment position with the Employer (and who has not incurred a One Year Break in Service) and who transfers, or is transferred, to an employment position with the Employer for which an alternative retirement plan (as described in ORC Chapter 3305) is not available from that Employer; (b) any employee whose employment with the Employer terminates while the employee is participating in an alternative retirement plan (as described in ORC Chapter 3305) and the employee recommences employment with the Employer before the employee has had a One Year Break in Service regardless of the employee's employment position with the Employer upon the employee's return; and (c) any Full-time Employee whose previous employment with the Employer terminated before the employee had completed 120 days of service with the Employer and such employee had not, or had not been deemed to have, elected to participate in a State Retirement System during such employee's previous employment with the Employer.

Section 2.10. Employer

"Employer" shall mean the public institution of higher education identified in Section 1.3 that is: (a) a state university or a state institution of higher education, in each case as defined in ORC Section 3345.011; (b) the Northeast Ohio Medical University, formerly known as the Northeastern Ohio Universities College of Medicine; or (c) a university branch, technical college, state community college, community college, or municipal university established or operating under ORC Chapter 3345, 3349, 3354, 3355, 3357, or 3358.

Section 2.11. Employer Account

"Employer Account" shall mean the separate account maintained for each Participant to which all Employer Contributions shall be allocated.

Section 2.12. Employer Contributions

"Employer Contributions" shall mean those contributions made by the Employer pursuant to Section 4.2.

Section 2.13. Employment Commencement Date

"Employment Commencement Date" shall mean the date that the employee first performs an Hour of Service with the Employer.

Section 2.14. EPCRS

"EPCRS" shall mean the Employee Plans Compliance Resolution System or any successor thereto.

Section 2.15. Forfeiture

"Forfeiture" shall mean the amount of the non-Vested portion of a Participant's Employer Account following a Participant's Severance from Employment with the Employer.

Section 2.16. Forfeiture Account

"Forfeiture Account" shall mean the separate account maintained under the Plan to which all Forfeitures shall be allocated.

Section 2.17. Former Provider

"Former Provider" shall mean any service provider that was approved by the Employer to provide services and to offer Investment Options under the Plan, but that ceases to be eligible to receive new contributions under the Plan, but only to the extent that the Former Provider continues to hold Plan assets. A Former Provider shall retain all responsibilities of a Provider under the Plan for so long as it continues to hold Plan assets, provided, however, that in no event shall contributions under Article IV or intra-plan transfers under Section 5.2 be made to a Former Provider.

Section 2.18. Full-time Employee

"Full-time Employee" shall mean an employee who is classified by the Employer as having a 40-hour per week assignment or its equivalent for a duration of at least nine months. Full-time non-tenure track faculty who are appointed after the start of the academic year and have an appointment of less than nine months shall be deemed to have full-time status for the purpose of benefits eligibility if their offer of appointment explicitly includes a statement of the Employer's intent to offer a nine month appointment in the succeeding year. A person's service with the Employer as a "leased employee" as defined in IRC Section 414(n) shall not be included in determining whether such person is a "Full-time Employee."

Section 2.19. Hour of Service

"Hour of Service" shall mean each hour for which an employee is paid or entitled to payment for the performance of duties for the Employer.

Section 2.20. Investment Options

"Investment Options" shall mean the investment funds available under the Plan and specifically approved by the Employer, in its sole and absolute discretion, for use under this Plan in accordance with Article V.

Section 2.21. IRC

"IRC" shall mean the Internal Revenue Code of 1986, as amended.

Section 2.22. Joint and Survivor Annuity

"Joint and Survivor Annuity" shall mean an immediate annuity for the life of the Participant with a survivor annuity for the life of the Participant's Beneficiary which is not less than 50% and not more than 100% of the amount of the annuity which is payable during the joint lives of the Participant and the Participant's Beneficiary and which is the actuarial equivalent of the Participant's Vested Account. The percentage of the survivor annuity under the Plan shall be elected by the Participant subject to the annuity options available under the Trust.

Section 2.23. Nonelective Contributions

"Nonelective Contributions" shall mean those contributions made by the Participant pursuant to Section 4.1.

Section 2.24. One Year Break in Service

"One Year Break in Service" shall mean a Period of Severance of at least 365 consecutive days.

Section 2.25. ORC

"ORC" shall mean the Ohio Revised Code, as amended. The portions of the ORC referenced in this Plan are attached and made a part of this Plan at Appendix A. All citations to sections of the ORC are to such sections as they may from time to time be amended or renumbered.

Section 2.26. Participant

"Participant" shall mean every employee or former employee who has met the applicable participation requirements of Article III.

Section 2.27. Participant Account

"Participant Account" shall mean the account to which all Nonelective Contributions and Voluntary Contributions by the Participant shall be allocated, if applicable. Separate accounts within the Participant Account will be maintained for the Nonelective Contributions and the Voluntary Contributions of each Participant.

Section 2.28. Period of Severance

"Period of Severance" shall mean a continuous period of time, beginning on the employee's Severance from Employment, during which the employee is not employed by the Employer.

Section 2.29. Plan

"Plan" shall mean this Plan. For purposes of the IRC, this Plan shall be considered and administered as a profit sharing plan under IRC Section 401(a) and a governmental plan under IRC Section 414(d).

Section 2.30. Plan Year

"Plan Year" shall mean the calendar year.

Section 2.31. Pre-Retirement Survivor Annuity

"Pre-Retirement Survivor Annuity" shall mean a survivor annuity for the life of the surviving Beneficiary of the Participant which is the actuarial equivalent of the Participant's Vested Account.

Section 2.32. Provider

"Provider" shall mean a service provider that provides recordkeeping and/or administrative services under the Plan, and that offers Investment Options under the Plan, pursuant to Section 5.1 and in conformance with ORC Section 3305.03. The Employer shall approve the Providers under the Plan in accordance with ORC Section 3305.04 and in the Employer's sole and absolute discretion. The approved Providers under the Plan shall be set forth in Appendix B, which may be modified from time to time, provided that any such modification shall not constitute an amendment to the Plan. With respect to an individual Participant, "Provider" shall mean the service provider selected by the Participant to provide the Participant's Investment Options. A

Provider's responsibilities under the Plan, as to any Participant, shall be limited to the Accounts of those Participants investing in Investment Options offered by that Provider, unless otherwise agreed between the Employer and the Provider.

Section 2.33. Related Employer

"Related Employer" shall mean the Employer and any other entity that is required to be aggregated with the Employer under IRC Section 414(b), (c) or (m) based on a reasonable good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654.

Section 2.34. Rollover Account

"Rollover Account" shall mean the separate account maintained for each Participant to which all Rollover Contributions shall be allocated.

Section 2.35. Rollover Contribution

"Rollover Contribution" means those amounts transferred to this Plan as described in Section 4.5.

Section 2.36. Severance from Employment

"Severance from Employment" shall mean the complete termination of the Eligible Employee's employment with the Employer for any reason, including death, Disability, or retirement.

Section 2.37. Spouse

"Spouse" shall mean the individual whose marriage to a Participant is recognized by the Internal Revenue Service for federal income tax purposes.

Section 2.38. State Retirement System

"State Retirement System" shall mean, as applicable, the Ohio Public Employees Retirement System (as codified under ORC Chapter 145), the State Teachers Retirement System of Ohio (as codified under ORC Chapter 3307), or the School Employees Retirement System (as codified under ORC Chapter 3309).

Section 2.39. Trust

"Trust" shall mean a qualified trust under IRC Section 401(a) and/or individual or group custodial accounts or annuity contracts treated as a qualified trust under IRC Section 401(f), established by the Employer to hold Plan assets. The Trust is set forth under a written document or documents that is separate from this Plan. In the event of any conflict between the terms of the Trust and the terms of the Plan, the terms of the Plan shall control.

Section 2.40. USERRA

"USERRA" shall mean the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

Section 2.41. Vested

"Vested" shall mean the interest of the Participant or Beneficiary in his or her Account which is unconditional, legally enforceable, and nonforfeitable.

Section 2.42. Voluntary Contribution

"Voluntary Contribution" shall mean those contributions made by the Participant pursuant to Section 4.3.

ARTICLE III. ELIGIBILITY TO PARTICIPATE

Section 3.1. Initial Entry

All Eligible Employees as of the date the Board of Trustees of the Employer establishes the Plan shall have a period of 120 days from such date in which to elect on the Applicable Form to participate in the Plan. Each other Eligible Employee shall have a period of 120 days from his or her Employment Commencement Date in which to elect on the Applicable Form to participate in the Plan, as provided under ORC Sections 3305.05 and 3305.051. Such election shall be effective on the Eligible Employee's Employment Commencement Date and shall be irrevocable when made. An Eligible Employee who fails to elect participation in the Plan on the Applicable Form may not subsequently elect participation unless he or she has a Severance from Employment and is reemployed as an Eligible Employee following a One Year Break in Service. For existing employees who became Eligible Employees due to a change in position, references in this Section 3.1 to Employment Commencement Date shall mean the date upon which the employee became an Eligible Employee.

Section 3.2. Continued Participation

A Participant shall continue to participate in the Plan as long as the Participant remains an employee of the Employer.

Section 3.3. Resumption of Participation

In the event a Participant is reemployed prior to incurring a One Year Break in Service, such employee shall participate in the Plan immediately upon becoming an Eligible Employee of the Employer.

Section 3.4. Eligibility Determinations and Employer Powers

(a) The Employer shall have full power to: (i) interpret and construe this Plan in a manner consistent with its terms and provisions and with IRC Section 401 and other applicable qualified plan provisions of the IRC, and to establish rules and procedures conforming to those

provisions; (ii) determine all questions of eligibility and of the status and rights of Participants; (iii) determine the amounts to be contributed to each Participant's Account; and (iv) employ such agents, attorneys, actuaries, accountants, auditors, investment counsel, and clerical assistants as it may deem necessary. In all such cases the Employer's determination shall be final and conclusive upon all persons. It is recognized that unusual circumstances may occur and questions may arise that are not specifically covered by any provision of this Plan, and the Employer shall have the right to resolve all such questions.

(b) Notwithstanding the above, the Employer's power and responsibility under this Plan shall not extend to, nor have any control over, those responsibilities and duties of the Provider.

ARTICLE IV. CONTRIBUTIONS

Section 4.1. Nonelective Contributions

(a) An Eligible Employee who becomes a Participant under this Plan in accordance with the provisions of Article III shall be deemed to have authorized the Employer to deduct from such Participant's Compensation, prior to its payment, a specified percentage of such Participant's Compensation, as a Nonelective Contribution to the Plan. Such contributions shall be credited to the Participant Account.

(b) The Nonelective Contribution percentage shall equal the percentage of the Participant's Compensation earned during the year which, but for the election to participate in this Plan, would have otherwise been contributed to the State Retirement System that applies to the Participant's position(s); provided that the Nonelective Contribution percentage shall not be less than three percent.

(c) Nonelective Contributions, although designated as employee contributions, shall be picked up and paid by the Employer as an Employer contribution pursuant to IRC Section 414(h)(2). The Employer's action providing for the treatment of the Nonelective Contributions as Employer contributions shall be evidenced in writing by minutes of a meeting, resolution, or other formal action by the Employer which will effectuate the pick-up provisions under IRC Section 414(h)(2). The Employer shall remit the picked up Nonelective Contribution directly to the Plan, instead of paying such amounts to the Participant. A Participant may not elect to receive Nonelective Contributions directly instead of having them paid by the Employer to the Plan. The Employer may choose to apply for approval from the National Office of the Internal Revenue Service concerning the applicability of IRC Section 414(h)(2).

Section 4.2. Employer Contributions

(a) An Eligible Employee who becomes a Participant under this Plan in accordance with the provisions of Article III shall receive a specified percentage of such Participant's Compensation as an Employer Contribution to the Plan. Such contributions shall be credited to the Employer Account.

(b) The Employer Contribution percentage shall equal the percentage of the Participant's Compensation earned during the year which, but for the election to participate in this Plan, the Employer would have otherwise contributed to the State Retirement System that applies

to the Participant's position(s), less the mitigating rate percentage contributed by the Employer to such State Retirement System pursuant to ORC Section 3305.06(D).

(c) Each Participant will share in Employer Contributions for the period beginning on the date the Participant commences participation under the Plan and ending on the date on which such Participant severs employment with the Employer or is no longer an Eligible Employee.

Section 4.3. Voluntary Contributions

Effective April 1, 2001, voluntary non-deductible employee contributions to the Plan shall no longer be permitted. Voluntary non-deductible employee contributions made prior to April 1, 2001, shall be held and administered in accordance with the terms of the Plan.

Section 4.4. Social Security Replacement Plan

Notwithstanding Sections 4.1 and 4.2, in no event shall the amount contributed under Sections 4.1 and 4.2, when combined with the amount contributed under any other qualified defined contribution retirement plan maintained by the Employer on behalf of a Participant, if any, be less than the amount necessary to qualify the Plan as a state retirement system with respect to such Participant pursuant to IRC Section 3121(b)(7) and the Treasury Regulations adopted thereunder.

Section 4.5. Rollover Contributions

(a) The Plan will accept a Rollover Contribution from a Participant, whether by indirect rollover or direct rollover, from the types of plans specified in Paragraphs (b) and (c) below, subject to the requirements of Paragraph (d) below and the Provider's ability to account separately for such amounts. Subject to the terms of the Trust and ORC Section 3305.07, a Participant may request a distribution of all or a portion of the Participant's Account attributable to his or her Rollover Contributions at any time.

(b) The Plan will accept a direct or indirect rollover of an eligible rollover distribution from:

(1) A qualified plan described in IRC Section 401(a) or 403(a).

(2) An annuity contract described in IRC Section 403(b).

(3) An eligible plan under IRC Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

(c) The Plan will accept an indirect rollover of the portion of a distribution from an individual retirement account or annuity described in IRC Section 408(a) or 408(b) that is eligible to be rolled over and would otherwise be includable in gross income.

(d) A Rollover Contribution to the Plan shall meet the following requirements:

(1) Rollover Contributions will be permitted to the Plan if the plan from which the funds are to be transferred permit the transfer to be made, and the Provider is reasonably satisfied that such transfer will not jeopardize the tax exempt status of this Plan or create adverse tax consequences for the Employer. Rollover Contributions shall be made by delivery of such amount to the respective Provider. All Rollover Contributions must be in cash only.

(2) The Plan will not accept any portion of a Rollover Contribution that includes after-tax employee contributions or Roth contributions.

(3) A Rollover Contribution that is not made by direct rollover must be transferred within 60 days of the date the Participant received the eligible rollover distribution; provided, however, that a Participant may make a Rollover Contribution after the 60-day rollover deadline if the Participant certifies to the Provider on an Applicable Form that the reason for the late contribution qualifies the Participant for a waiver of the 60-day rollover deadline pursuant to Revenue Procedure 2016-47.

(4) If the Provider accepts a Rollover Contribution, it shall allocate it to a separate Rollover Account. The funds shall be invested separately, and any appreciation, depreciation, gain, or loss with respect to the Rollover Account, and any related expenses, shall be allocated to such Rollover Account.

(5) Rollover Contributions shall not be considered to be Participant Contributions for the purpose of calculating the limitations under Section 5.3.

(6) Any amount that is credited to a Participant's Account pursuant to a Rollover Contribution under this Section 4.5 shall be 100% Vested and nonforfeitable at all times.

Section 4.6. Transfers from a Plan of the Employer

(a) Any Participant who has participated in a plan under IRC Section 401(a) or 403(a) attributable to such Participant's current employment with the Employer may elect to transfer all or a portion of the amount accumulated under such other plan to this Plan, provided such transfer is effected in a manner consistent with the terms of such other plan as well as the terms of this Plan. Such transfer shall only be permitted if such transfer qualifies as a tax-free transfer under generally accepted interpretations of the IRC. The portion of a Participant's Account attributable to such a transfer shall be subject to the terms of this Plan as if the contributions from which the transferred amount are derived were made under this Plan.

(b) Any amount that is credited to a Participant's Account pursuant to a transfer under this Section 4.6 shall be 100% Vested and nonforfeitable at all times. In all other respects, the portion of a Participant's Account attributable to such transfer shall be subject to the terms of this Plan.

Section 4.7. Plan Expenses

All reasonable expenses of administering the Plan shall be charged against and paid from Participants' Accounts, unless paid by the Employer.

Section 4.8. Paid Leave of Absence

Nonelective Contributions and Employer Contributions shall continue to be made to the Plan during a paid leave of absence based on the Compensation actually paid to the Participant.

ARTICLE V. ADMINISTRATION OF ACCOUNTS

Section 5.1. Plan Investments

(a) The amounts allocated to a Participant's Account shall be invested in the Investment Options offered by the Provider selected by the Participant in accordance with ORC Section 3305.053. The Participant shall direct the investment of his or her Account in one or more of the Investment Options available under the Plan. The Participant may make or change his or her investment selections by filing the Applicable Form with the Provider.

(b) The Investment Options available to Participants under the Plan shall be selected by the Employer and communicated to Participants. The Employer's current selection of Investment Options available from a Provider is not intended to limit future additions or deletions of Investment Options available from such Provider.

(c) If a Participant does not have a valid and complete investment election on file with a selected Provider, or if a Participant fails to select a Provider, the Participant's Account shall be invested in the default fund designated by the Employer in its sole and absolute discretion, until such time that the Participant makes an affirmative election regarding the investment of his or her Account.

Section 5.2. Intra-Plan Transfers

(a) Subject to a Provider's rules for transfers and ORC Section 3305.053, a Participant may direct that all or part of his or her Account be transferred from an Investment Option offered by the Provider to another Investment Option offered by the Provider at any time.

(b) Subject to any terms and conditions established by the Employer and ORC Section 3305.053, a Participant may elect to change the Provider at any time during the Plan Year. If a Participant makes an election to change Providers, the Participant may specify at any time that all or part of such Participant's Account be transferred to the new Provider; provided, however, that a Provider is not required to immediately transfer any part of the Participant's Account invested at the Participant's election in a fixed annuity account if the contract with the Participant under which the investment was made permits the Provider to make such a transfer over a period of time not exceeding ten years and the contract was filed with and approved by the Ohio Department of Insurance or any successor.

(c) Notwithstanding anything in this Section 5.2 to the contrary, in no event may a Participant elect to transfer any part of his or her Account to a Former Provider.

Section 5.3. Limitations on Allocations to each Participant

(a) If a Participant does not participate in, and has never participated in, another qualified defined contribution plan maintained by the Employer, or a welfare benefit fund, as defined in IRC Section 419(e), maintained by the Employer, or an individual medical benefit account, as defined in IRC Section 415(1)(2), maintained by the Employer, or a simplified employee pension, as defined in IRC Section 408(k), maintained by the Employer, which provides an annual addition (defined in Paragraph (c) below), the amount of annual additions which can be credited to the Account of a Participant for any limitation year (defined in Paragraph (c) below) will not exceed the lesser of the maximum permissible amount (defined in Paragraph (c) below), or any other limitation contained in this Plan. If the Employer Contribution that would otherwise be contributed or allocated to the Account of a Participant would cause the annual additions for the limitation year to exceed the maximum permissible amount, such Employer Contribution will be reduced so that the annual additions for the limitation year will equal the maximum permissible amount. If the limits under IRC Section 415 are exceeded for any taxable year, then the Participant's Account may be corrected as set forth in EPCRS.

(b) This Paragraph (b) applies if, in addition to this Plan, the Participant is covered under another qualified defined contribution plan maintained by the Employer, or a welfare benefit fund, as defined in IRC Section 419(e), maintained by the Employer, or an individual medical benefit account, as defined in IRC Section 415(1)(2), maintained by the Employer, or a simplified employee pension, as defined in IRC Section 408(k), maintained by the Employer, which provides an annual addition during any limitation year. The annual additions which can be credited to the Account of a Participant under the other qualified defined contribution plans, individual medical benefit accounts, welfare benefit funds, and simplified employee pension for the same limitation year will not exceed the maximum permissible amount reduced by the annual additions credited to the Account of a Participant under this Plan for such limitation year. If the annual additions with respect to the Participant under this Plan are equal to or greater than the maximum permissible amount, no amount will be contributed or allocated to the account(s) of the Participant under such other qualified defined contribution plans, individual medical benefit accounts, welfare benefit funds, and simplified employee pension for the limitation year. If the limits under IRC Section 415 are exceeded for any taxable year, then the Account of the Participant may be corrected as set forth in EPCRS.

(c) For purposes of this Section 5.3, the following definitions shall apply:

(1) An "annual addition" is the sum of the following credited to the Account of a Participant for the limitation year:

(i) Employer Contributions;

(ii) Participant contributions (Nonelective Contributions and Voluntary Contributions);

(iii) Forfeitures;

(iv) amounts allocated to an individual medical benefit account, as defined in IRC Section 415(1)(2), which is part of a pension or annuity plan maintained by the Employer, are treated as annual additions to a defined contribution plan. Also, amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in IRC Section 419A(d)(3), under a welfare benefit fund, as defined in IRC Section 419(e), maintained by the Employer are treated as annual additions to a defined contribution plan; and

(v) allocations under a simplified employee pension, as defined in IRC Section 408(k).

(2) "Compensation" is defined in Section 2.6 of the Plan, but for purposes of applying the limitations described in this Section 5.3, the following applies:

(i) Compensation shall be based on the amount actually paid or made available to the Participant (or, if earlier, includable in the gross income of the Participant) during the limitation year.

(ii) Compensation paid or made available during a limitation year shall include amounts that would otherwise be included in compensation but for an election under IRC Section 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b).

(iii) Back pay, within the meaning of Treasury Regulation Section 1.415(c)-2(g)(8), shall be treated as compensation for the limitation year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

(iv) Compensation shall include amounts paid by the later of 2½ months after the Participant's Severance from Employment or the end of the limitation year that includes the date of the Participant's Severance from Employment, if:

(A) the payment is for unused accrued bona fide sick, vacation, or other leave (but only if the Participant would have been able to use the leave if employment had continued); or

(B) the payment is received by the Participant pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Participant at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includable in the Participant's gross income; or

(C) the payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside

the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and, absent a severance from employment, the payments would have been paid to the Participant while the Participant continued in employment with the Employer.

Any payments not described above shall not be considered Compensation if paid after Severance from Employment, even if they are paid by the later of 2½ months after the date of Severance from Employment or the end of the limitation year that includes the date of Severance from Employment.

(v) Compensation shall include amounts earned during the limitation year but not paid during that limitation year solely because of the timing of pay periods and pay dates, provided:

(A) such amounts are paid during the first few weeks of the next limitation year;

(B) such amounts are included on a uniform and consistent basis with respect to all similarly situated Participants; and

(C) no such amounts are included in more than one limitation year.

(vi) Compensation for purposes of this Section 5.3 shall not reflect compensation for a year greater than the limit under IRC Section 401(a)(17) that applies to that year.

(3) The "limitation year" is the Plan Year. If a short limitation year is created because of an amendment changing the limitation year to a different 12-consecutive month period, the maximum permissible amount will not exceed the defined contribution dollar limit under Subparagraph (4) multiplied by the following fraction:

$$\frac{\text{Number of months in the short limitation year}}{12}$$

If the Plan is terminated as of a date other than the last day of the limitation year, the Plan is deemed to have been amended to change its limitation year and the maximum permissible amount shall be prorated for the resulting short limitation year.

(4) The "maximum permissible amount" is the lesser of (a) 100% of the Participant's Compensation for the limitation year, or (b) \$40,000 as adjusted for increases in the cost-of-living under IRC Section 415(d).

Section 5.4. Designation of Beneficiary

(a) Each Participant may, pursuant to the Applicable Form provided by the Provider, designate from time to time in writing one or more Beneficiaries, who will receive the Participant's

Vested Account balance in the event of the Participant's death. Designation of one or more Beneficiaries shall become effective upon receipt of the fully completed Applicable Form by the Provider and shall supersede all prior designations made by the Participant. If the Participant dies without having made a Beneficiary designation, the Provider shall distribute such benefits in order provided in the Annuity Contract or, if not so provided, in the following order of priority: (1) the Participant's Spouse; (2) the Participant's issue, per stirpes; (3) the Participant's surviving parents, in equal shares; or (4) the Participant's estate.

(b) Notwithstanding Paragraph (a), in accordance with ORC Section 3305.10, in the event of the death of a married Participant, the surviving Spouse must be the sole Beneficiary unless the surviving Spouse has consented in writing to a different election, has acknowledged the effect of such election, and the consent and acknowledgement are witnessed by a duly authorized Provider representative or notary public. The election may not be changed without spousal consent, unless the consent of the Spouse expressly permits designations by the Participant without any requirement of further consent by the Spouse. Spousal consent shall not be necessary if it is established to the satisfaction of the Provider that there is no Spouse, the Spouse cannot reasonably be located, or for such other reasons as the Treasury Regulations may prescribe. The Participant is responsible for notifying the Provider if the Spouse of a Participant is located or if a Participant remarries. If the Participant so notifies the Provider, the Provider shall then, if applicable, make available to such Spouse the spousal consent procedures described in this Section. Any consent, or lack of consent where a Spouse cannot reasonably be located, is effective only with respect to that Spouse.

Section 5.5. Loans to Participants

The Plan shall not permit loans.

Section 5.6. Valuation of Accounts

The assets of the Plan shall be valued at fair market value at least annually. On any such valuation date, the earnings and losses of the Plan will be allocated to each Participant's Account in the ratio that such Account balance bears to all Account balances.

ARTICLE VI. VESTING

Section 6.1. Participant Account and Rollover Account 100% Vested

Participant Accounts and Rollover Accounts shall be 100% Vested at all times.

Section 6.2. Employer Account Vesting on Death, Disability or Normal Retirement Age

If a Participant's employment is terminated due to his or her death, due to his or her Disability, or on or after the Participant's attaining age 65 ("Normal Retirement Age"), 100% of the Participant's Employer Account shall be Vested.

Section 6.3. Employer Account Vesting on Severance from Employment

A Participant's Employer Account shall be 100% Vested at all times.

ARTICLE VII. DISTRIBUTIONS

Section 7.1. Distribution of Benefits

(a) A Participant may request distribution of all or a portion of his or her Vested Account at any time after the Participant's Severance from Employment or, if earlier, Disability.

(b) Notwithstanding Paragraph (a), if permitted under Section 4.5, a Participant may request a distribution of all or part of his or her Rollover Account at any time.

Section 7.2. Forms of Payment

(a) Subject to Section 7.4 and ORC Section 3305.10, and to the extent permitted by the Trust, a Participant may elect on the Applicable Form to receive a distribution of his or her Vested Account in any of the following forms:

(1) An annuity with a default option of a Joint and Survivor Annuity or Pre-Retirement Survivor Annuity as provided in Section 7.4.

(2) A lump sum distribution.

(3) Installment payments (subject to the limitations of Paragraph (c)).

(4) An optional survivor annuity.

(b) If the Participant is married at the time he or she requests a distribution, the Participant's Spouse must consent to the form of payment selected by the Participant before the Provider may make any payment. The consent must be in writing, must acknowledge the form of payment, and must be witnessed by the Provider or notary public. Spousal consent shall not be necessary if it is established to the satisfaction of the Provider that there is no Spouse, the Spouse cannot reasonably be located, or for such other reasons as the Treasury Regulations may prescribe.

(c) If distributions are made in installments, the amount of the installment to be distributed each year must be at least an amount equal to the quotient obtained by dividing the Participant's entire interest by the life expectancy (defined in Section 7.5(e)) of the Participant or the joint and last survivor expectancy of the Participant and his or her designated Beneficiary. Life expectancy and joint and last survivor expectancy are computed by the use of the return multiples contained in Treasury Regulation Section 1.72-9, Table V and VI or, in the case of payments under a contract issued by an insurance company, by use of the life expectancy tables of the insurance company. For purposes of this computation, a Participant's life expectancy may be recalculated no more frequently than annually, but the life expectancy of a non-Spouse Beneficiary may not be recalculated.

(d) The Provider shall be responsible for distributing a Participant's Account and for making such distributions pursuant to the provisions of the Plan.

Section 7.3. Death Benefits

(a) In the event of the death of a Participant after distribution of the Participant's Vested Account has begun, but prior to completion of such payments, the full amount of such unpaid Vested Account shall continue to be paid in the form elected by the Participant, provided that the Beneficiary may request that the remaining Account be paid in a lump sum.

(b) In the event of the death of the Participant prior to the commencement of payment of his or her Account, distributions shall be made in the form and at the time or times selected by the Beneficiary pursuant to Sections 7.2, 7.4 and 7.5.

(c) In the event of the death of a Beneficiary (or a contingent Beneficiary, if applicable) prior to the completion of payment of benefits due the Beneficiary from the Plan, the full amount of such unpaid Vested Account shall become the property of the estate of said Beneficiary.

Section 7.4. Joint and Survivor Annuity or Pre-Retirement Survivor Annuity

(a) The provisions of this Section 7.4 shall apply only to the extent that the Employer has elected the Joint and Survivor Annuity or Pre-Retirement Survivor Annuity option as the default form of payment under Section 7.2.

(b) Unless an optional form of benefit is selected within the 180-day period ending on the annuity starting date (as defined in Paragraph (e) below), a married Participant's Vested Account will be paid in the form of a Joint and Survivor Annuity with the Participant's Spouse, and an unmarried Participant's Vested Account will be paid in the form of a single life annuity (defined in Paragraph (e) below).

(c) Unless an optional form of benefit is selected, if a Participant dies before the annuity starting date (defined in Paragraph (e) below), then the Participant's Vested Account shall be applied toward the purchase of a Pre-Retirement Survivor Annuity. The surviving Beneficiary may elect to have such annuity distributed within a reasonable period after the Participant's death, subject to Section 7.5.

(d) A Participant who elects to waive the Joint and Survivor Annuity form of benefit is entitled to elect an optional survivor annuity (as defined in Paragraph (e) below) at any time during the applicable election period. Furthermore, the written explanation of the Joint and Survivor Annuity shall explain the terms and conditions of the optional survivor annuity.

(e) For purposes of this Section 7.4, the following definitions shall apply:

(1) The "annuity starting date" is the first day of the first period for which an amount is paid as an annuity or any other form.

(2) The "applicable percentage" is based on the survivor annuity percentage (*i.e.*, the percentage which the survivor annuity under the Plan's Joint and Survivor Annuity

bears to the annuity payable during the joint lives of the Participant and the Spouse). If the survivor annuity percentage is less than 75%, the "applicable percentage" is 75%. If the survivor annuity percentage is greater than or equal to 75%, the "applicable percentage" is 50%.

(3) An "optional survivor annuity" is an immediate annuity (i) for the life of the Participant with a survivor annuity for the life of the Spouse which is equal to the applicable percentage (defined above) of the amount of the annuity which is payable during the joint lives of the Participant and the Spouse, and (ii) which is the amount of the benefit that can be purchased with the Participant's Vested Account. An optional survivor annuity also includes any annuity in a form having the effect of an annuity described in the preceding sentence.

(4) A "single life annuity" is an annuity payable in equal installments for the life of the Participant that terminates upon the Participant's death.

(f) **Notice Requirements.**

(1) In the case of a Joint and Survivor Annuity, the Provider shall, no less than 30 days and no more than 180 days prior to the annuity starting date, provide each Participant a written explanation of: (i) the terms and conditions of the Joint and Survivor Annuity and the optional survivor annuity; (ii) the Participant's right to make and the effect of an election to waive the Joint and Survivor Annuity form of benefit; (iii) the rights of a Participant's Spouse; and (iv) the right to make, and the effect of, a revocation of a previous election to waive the Joint and Survivor Annuity. The written explanation shall comply with the requirements of Treasury Regulation Section 1.417(a)(3)-1. The description of a Participant's right, if any, to defer receipt of a distribution also will describe the consequences of failing to defer receipt of the distribution.

(2) In the case of a Pre-Retirement Survivor Annuity, the Provider shall provide each Participant within the applicable period (as defined below) for such Participant a written explanation of the Pre-Retirement Survivor Annuity in such terms and in such manner as would be comparable to the explanation provided for meeting the requirements of Paragraph (f)(1) applicable to a Joint and Survivor Annuity. The written explanation shall comply with the requirements of Treasury Regulation Section 1.417(a)(3)-1. The applicable period for a Participant is a reasonable period ending after the individual becomes a Participant.

Section 7.5. Required Distribution Rules

(a) **General Rules**

(1) The requirements of this Section 7.5 will take precedence over any inconsistent provisions of the Plan.

(2) All distributions required under this Section 7.5 will be determined and made in accordance with the Treasury Regulations under IRC Section 401(a)(9), the changes under the Setting Every Community Up for Retirement Enhancement Act of 2019,

and the regulations promulgated thereunder, including the incidental death benefit rules under IRC Section 401(a)(9)(G).

(3) Spousal consent under Section 7.2 is not required if the Plan is required to make a distribution under the Plan to satisfy IRC Section 401(a)(9) because the Participant or Beneficiary has failed to timely request such a distribution. In such case, notwithstanding any other provision of the Plan, IRC Section 401(a)(9) may be satisfied by a lump sum distribution of the required minimum amount to the Participant or Beneficiary.

(b) Time and Manner of Distribution

(1) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date. "Required beginning date" shall mean the April 1 of the calendar year following the later of the calendar year in which the Participant attains age 72 (70½ if the Participant attains age 70½ before January 1, 2020) or the calendar year in which the Participant retires.

(2) The Provider(s) shall be solely responsible for calculating the amounts required to be distributed to a Participant under this Section and notifying such Participant of such distributions at least 60 days prior to the date distributions must begin.

(c) 2020 Waiver. Notwithstanding this Section 7.5 of the Plan, for 2020 or such longer period as provided in legislation modifying or extending the Coronavirus Aid, Relief and Economic Security Act of 2020, the minimum distribution requirements set forth under this Section 7.5 will be satisfied as provided in either Paragraph (f)(1) or Paragraph (f)(2), as determined by the Provider responsible for the Participant's required minimum distribution and in accordance with the Trust:

(1) Amount Effective March 27, 2020, or as soon as administratively practicable thereafter, a Participant or Beneficiary who would have been required to receive a required minimum distribution in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of IRC Section 401(a)(9)(I) ("2020 RMDs") and who would have satisfied that requirement by receiving distributions that are either (i) equal to the 2020 RMDs, or (ii) one or more payments (that include the 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Beneficiary, or for a period of at least ten (10) years ("Extended 2020 RMDs"), will not receive this distribution unless the Participant or Beneficiary chooses to receive the distribution. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distribution described in the preceding sentence.

(2) Lifetime Effective March 27, 2020, or as soon as administratively practicable thereafter, a Participant or Beneficiary who would have been required to receive a 2020 RMD, and who would have satisfied that requirement by receiving distributions

that are (i) equal to the 2020 RMDs or (ii) Extended 2020 RMDs, will receive this distribution unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distribution described in the preceding sentence.

Further, if provided by the Trust, 2020 RMDs and/or Extended 2020 RMDs will be treated as eligible rollover distributions for purposes of Section 7.9.

Section 7.6. Transfers from Plan

The Employer, in its sole discretion, may permit a plan-to-plan transfer of part or all of the Vested Account of a Participant or a group of Participants to a qualified retirement plan under IRC Section 401(a) or Section 403(a).

Section 7.7. Inability to Locate Participant or Beneficiary

(a) If the Provider cannot locate the Participant or Beneficiary to whom the Vested Account is to be distributed, and reasonable efforts have been made to find such a person, the Participant's Vested Account may be forfeited, subject to state law, and used to reduce Employer Contributions; provided that, if the Participant is subsequently located, such Forfeiture shall be restored and the restoration shall be made first out of Forfeitures, if any, and then by additional Employer Contributions.

(b) For purposes of this Section 7.7, a Provider will be deemed to have exhausted reasonable efforts to locate a Participant or Beneficiary if the Provider has taken the following steps:

(1) Attempted contact via United States Postal Service certified mail to the last known mailing address and through appropriate means for any address or contact information (including email addresses and telephone numbers);

(2) Searched Plan related records and publicly available records or directories for alternative contact information;

(3) Requested the Employer to review its Plan and/or employment records for alternative contact information; and

(4) Attempted to locate the Participant or Beneficiary by use of a commercial locator service, a credit reporting agency, or a proprietary internet search tool for locating individuals.

Section 7.8. Division of Marital or Separate Property

(a) Notwithstanding any other provisions of Article VII, any Account of a Participant may be apportioned between the Participant and an alternate payee pursuant to an order for division of marital or separate property that satisfies the requirements of ORC Section 3305.21 and that is a qualified domestic relations order within the meaning of IRC Section 414(p).

(b) The Provider shall comply with an order received under Paragraph (a) at the following times as appropriate:

- (1) If the Participant is already receiving distributions of his or her Account or has applied for but has not yet received a lump sum distribution of his or her Account, as soon as practicable; or
- (2) If the Participant has not received a distribution of his or her Account, on application by the Participant for a distribution under the Plan.

Notwithstanding the preceding, the Plan may make an immediate distribution to an alternate payee pursuant to the qualified domestic relations order.

(c) The Provider shall adopt reasonable procedures (1) to determine whether the order received under Paragraph (a) meets all applicable requirements of ORC Section 3305.21, which incorporates by reference the requirements of ORC Sections 3105.80 to 3105.90, (2) to determine whether a domestic relation order is qualified under IRC Section 414(p), and (3) to administer the distributions under the order in compliance with those provisions of the ORC and IRC.

Section 7.9. Direct Rollover

(a) Notwithstanding any other provision of the Plan, the Provider shall advise any distributee entitled to receive an eligible rollover distribution, at the same time as the notice required to be given pursuant to the IRC (or such other time as is permitted by law) of his or her right to elect a direct rollover to an eligible retirement plan, pursuant to the provisions of this Section 7.9. To elect a direct rollover the distributee must request in writing to the Provider that all or a specified portion of the eligible rollover distribution be transferred directly to one or more eligible retirement plans. If more than one direct rollover distribution will be made, the notice specified in the first sentence of this Paragraph (a) must state that the distributee's initial election to make or not to make a direct rollover will remain in effect unless he or she gives the Provider written instructions on the Applicable Form to change the election, in which case the new election will remain in effect until changed.

(b) The distributee shall not be entitled to elect a direct rollover pursuant to this Section 7.9 unless he or she has obtained a waiver of any applicable Joint and Survivor Annuity, if required pursuant to Section 7.4.

(c) For purposes of this Section 7.9, the following definitions shall apply:

(1) A "direct rollover" is a payment of an eligible rollover distribution that is made by the Plan directly to an eligible retirement plan for the benefit of the distributee.

(2) A "distributee" is a Participant, the Spouse of a Participant, or the Participant's former Spouse who is the alternate payee under a qualified domestic relations order, as defined in IRC Section 414(p), any of whom are eligible to receive a distribution from the Plan. In addition, a Participant's non-Spouse Beneficiary shall be a distributee as limited by Subparagraph (3).

(3) An "eligible retirement plan" is an eligible plan under IRC Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, an individual retirement account described in IRC Section 408(a), an individual retirement annuity described in IRC Section 408(b), a SIMPLE IRA described in IRC Section 408(p), a Roth individual retirement account or annuity described in IRC Section 408A ("Roth IRA"), an annuity plan described in IRC Section 403(a), an annuity contract described in IRC Section 403(b), or a qualified plan described in IRC Section 401(a), that accepts the distributee's eligible rollover distribution.

The definition of an eligible retirement plan for a non-Spouse Beneficiary is limited to an individual retirement account or annuity described in IRC Section 408(a) or (b) or a Roth IRA established for the purpose of receiving the distribution and treated as an inherited individual retirement account or annuity within the meaning of IRC Section 408(d)(3)(C).

(4) An "eligible rollover distribution" is any distribution from this Plan of all or any portion of the Account balance to the credit of the distributee, except for distributions (or portions thereof) which are:

- (i) One of a series of substantially equal periodic payments (not less frequently than annually) made over the life of the Participant (or the joint lives of the Participant and the Participant's designated Beneficiary), the life expectancy of the Participant (or the joint life and last survivor expectancy of the Participant and the Participant's designated Beneficiary), or for a specified period of 10 years or more;
- (ii) Required under IRC Section 401(a)(9) (relating to the minimum distribution requirements); or
- (iii) Any hardship distributions described in IRC Section 401(k)(2)(B)(i)(IV) and Treasury Regulation Section 1.401(k)-1(d)(3).

A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includable in gross income. However, such portion may be transferred only to (1) an individual retirement account or annuity described in IRC Section 408(a) or (b) or a Roth IRA, or (2) a qualified defined contribution plan described in IRC Section 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includable in gross income and the portion of such distribution which is not so includable.

Section 7.10. Withholding Orders

(a) Withholding Orders Upon Theft in Office or Sex Offenses

(1) In accordance with ORC Section 3305.09, any payment that is to be made to the Participant or his or her Beneficiary(ies) under this Plan shall be subject to any

withholding order issued pursuant to ORC Section 2907.15 or Division (C)(2)(b) of ORC Section 2921.41. The Provider shall comply with that withholding order in making the payment.

(2) If a Provider receives notice pursuant to ORC Section 2907.15 or Division (D) of ORC Section 2921.41 that a Participant is charged with a violation of ORC Section 2907.02, 2907.03, 2907.04, 2907.05, or 2921.41, no payment shall be made to the Participant or his or her Beneficiary(ies) under this Plan prior to whichever of the following is applicable:

(i) If the Participant is convicted of or pleads guilty to the charge and no motion for a withholding order for purposes of restitution has been filed under ORC Section 2907.15 or Division (C)(2)(b)(i) of ORC Section 2921.41, 30 days after the date on which final disposition of the charge is made;

(ii) If the Participant is convicted of or pleads guilty to the charge and a motion for a withholding order for purposes of restitution has been filed under ORC Section 2907.15 or Division (C)(2)(b)(i) of ORC Section 2921.41, the date on which the court decides the motion; or

(iii) If the charge is dismissed or the Participant is found not guilty of the charge or not guilty of the charge by reason of insanity, the date on which final disposition of the charge is made.

(b) Withholding Orders for Support

Any payment that is to be made to the Participant or his or her Beneficiary(ies) under the Plan shall, to the extent required by Ohio law, be subject to any withholding order for spousal or child support issued pursuant to the provisions of the ORC. To the extent required by law, payments shall also be subject to ORC Sections 3111.23 and 3305.21.

(c) Provider Responsibility

The Provider shall be solely responsible for compliance with any withholding orders issued under Section 7.10(a) or (b) above.

ARTICLE VIII. AMENDMENT AND TERMINATION

Section 8.1. Rights to Suspend or Terminate Plan

It is the present intention of the Employer to maintain this Plan throughout its existence. Nevertheless, the Employer reserves the right, at any time, to the extent permitted by ORC Chapter 3305, to discontinue or terminate the Plan, to terminate the Employer's liability to make further contributions to this Plan, and/or to suspend contributions for a fixed or indeterminate period of time. In any event, the liability of the Employer to make contributions to this Plan shall automatically terminate upon its legal dissolution or termination, upon its adjudication as bankrupt, upon the making of a general assignment for the benefit of creditors, or upon its merger or

consolidation with any other entity. The Employer's liability to make contributions to any Provider shall terminate upon the Provider ceasing to be a designated provider.

Section 8.2. Successor Organizations

In the event of the termination of the liability of the Employer to make further contributions to this Plan, the Employer's liability may be assumed by any other organization which employs a substantial number of the Participants of this Plan. Such assumption of liability shall be expressed in an agreement between such other organization and the Employer under which such other organization assumes the liabilities of the Plan with respect to the Participants employed by it.

Section 8.3. Amendment

(a) To provide for contingencies which may require the clarification, modification, or amendment of this Plan, the Employer reserves the right to amend this Plan at any time.

(b) The Ohio State University (hereinafter referred to as the "Pre-Approved Plan Provider" in this Section 8.3) shall have the authority to amend the Plan on behalf of the Employer for changes in the IRC, Treasury Regulations, Revenue Rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments, but only if their adoption shall not cause the Plan to be individually designed, and for corrections of prior approved plans. These amendments shall be applied to all employers that have adopted a pre-approved plan of the Pre-Approved Plan Provider.

(c) The Pre-Approved Plan Provider shall no longer have the authority to amend the Plan on behalf of the Employer as of the date the Plan is considered an individually designed plan. A Plan will be treated as individually designed if the Employer makes amendments to the Plan other than those permitted by section 8 of Revenue Procedure 2017-41. If the Plan is treated as individually designed, the Employer may not file for a determination letter using Form 5307; provided, however, if the Employer is otherwise eligible to file a determination letter pursuant to section 4 of Revenue Procedure 2016-37, the Employer may file for a determination letter on Form 5300.

(d) The Pre-Approved Plan Provider shall maintain, or have maintained on its behalf, a record of the employers that have adopted the approved specimen plan, and the Pre-Approved Plan Provider shall make reasonable and diligent efforts to ensure that adopting employers, including the Employer, have actually received and are aware of all plan amendments and that such employers adopt new documents when necessary. The Pre-Approved Plan Provider will also inform the employers in the event of a discontinuance or abandonment of the approved specimen plan. This Paragraph (d) supersedes other provisions of the Plan to the extent those other provisions are inconsistent with this Paragraph.

Section 8.4. Vesting and Distributions on Termination of Plan

Upon termination or partial termination of the Plan by formal action of the Employer for any reason, or if Employer Contributions to the Plan are permanently discontinued for any reason, each Participant directly affected by such action shall be 100% Vested in his or her Accounts. Notwithstanding any other provision of the Plan, on termination of the Plan, the Participant's

Account shall, without the Participant's or his or her Spouse's consent, be distributed to the Participant in a lump sum.

Section 8.5. Plan Merger or Consolidation

In the case of any merger or consolidation with, or transfer of any assets or liabilities to, any other plan, each Participant in this Plan must be entitled to receive (if the surviving plan is then terminated) a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit he or she would have been entitled to receive immediately before the merger, consolidation, or transfer (if this Plan had terminated).

ARTICLE IX. MISCELLANEOUS

Section 9.1. Exclusive Benefit

This Plan has been executed for the exclusive benefit of the Participants and their Beneficiaries. This Plan shall be interpreted in a manner consistent with this intent and with the intention of the Employer that this Plan satisfies the pertinent provisions of IRC Section 401(a) and IRC Section 414(d). Additionally, this Plan shall satisfy the pertinent provisions identified on Appendix A, attached hereto and incorporated herein. Under no circumstances shall funds ever revert to or be used or enjoyed by the Employer, except as provided in Section 9.6.

Section 9.2. No Rights of Employment Granted

The establishment of this Plan shall not be considered as giving any employee the right to be retained in the service of the Employer.

Section 9.3. Laws of Ohio to Apply

This Plan shall be construed according to the laws of Ohio, to the extent Federal laws do not control.

Section 9.4. Military Service

(a) Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with USERRA, IRC Section 414(u), and IRC Section 401(a)(37). For purposes of this Section 9.4, qualified military service means any service in the uniformed services as defined in USERRA by any individual, if such individual is entitled to reemployment rights under USERRA with respect to such service.

(b) If a Participant whose employment is interrupted by qualified military service under IRC Section 414(u) timely resumes employment with the Employer in accordance with USERRA as an Eligible Employee, the Participant may elect to make the Nonelective Contributions upon resumption of employment with the Employer that would have been required (at the same level of Compensation) without the interruption of qualified military service. Except to the extent provided under IRC Section 414(u), this right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption). Such Nonelective

Contributions may only be made during such period and while the Participant is reemployed by the Employer.

(c) If a Participant whose employment is interrupted by qualified military service under IRC Section 414(u), timely resumes employment with the Employer in accordance with USERRA as an Eligible Employee, the Employer shall make the Employer Contributions that would have been made if the Participant had remained employed during the Participant's qualified military service. Contributions must be made no later than 90 days after the date of reemployment or when the Employer Contributions are normally due for the year in which the qualified military service was performed, if later.

(d) To the extent provided under IRC Section 401(a)(37), in the case of a Participant whose employment is interrupted by qualified military service and who dies while performing qualified military service, the survivor of such Participant shall be entitled to any additional benefit (other than benefit accruals) provided under the Plan as if the Participant timely resumed employment in accordance with USERRA and then, on the next day, terminated employment on account of death.

(e) Differential wage payments within the meaning of IRC Section 414(u)(12)(D) shall be treated as Compensation under the Plan for purposes of Section 5.3.

Section 9.5. Participant Cannot Transfer or Assign Benefits

Except as provided in Section 7.10, none of the benefits, payments, proceeds, claims, or rights of any Participant hereunder shall be subject to any claim of any creditor of the Participant, nor shall any Participant have any right to transfer, assign, encumber, or otherwise alienate, any of the benefits or proceeds which he or she may expect to receive, contingently or otherwise under this Plan.

Section 9.6. Reversion of Contributions Under Certain Circumstances

In no event shall any assets held under the Plan be paid or returned to the Employer or diverted to or used for other than the exclusive benefit of the Participants or their Beneficiaries. However, if any contribution is made by the Employer because of a mistake of fact, these amounts may be returned by the Plan to the Employer within one year of contribution.

Section 9.7. Filing Tax Returns and Reports

The Provider shall prepare, or cause to have prepared, all tax returns, reports, and related documents, except as otherwise specifically provided in this Plan.

Section 9.8. No Discrimination

Neither the Employer nor any Provider shall take any action that would result in benefiting one Participant or group of Participants at the expense of another, or discriminating between Participants similarly situated, or applying different rules to substantially similar sets of facts.

Section 9.9. Number and Gender

When appropriate the singular as used in this Plan shall include the plural and vice versa; and the masculine shall include the feminine.

Section 9.10. Records and Information

Each Provider shall keep a complete record of all its proceedings and all data necessary for the determination of Account balances.

Section 9.11. Information to Participants

Each Provider shall maintain separate Accounts for the Participants. It shall give each Participant, at least once every year, information as to the balance of his or her Employer Account and Participant Account, if applicable.

Section 9.12. Powers

The Employer shall have the power to determine all questions that may arise hereunder as to the eligibility of employees to participate in the Plan and as to the vesting of Participants. The Employer shall have the power to interpret and construe the Plan. Any such actions shall be final and conclusive upon all persons.

Section 9.13. Reliance

(a) If the Employer adopts a pre-approved plan, the Employer may rely on the pre-approved plan's opinion letter as described in section 7 of Revenue Procedure 2017-41 as to the qualification in form of the Plan under IRC provisions if the Employer's Plan is identical to an approved specimen plan with a currently valid opinion letter, the Employer has not amended the Plan other than to choose options provided under the approved plan or to make amendments as described in section 8.03 of Revenue Procedure 2017-41, and the Employer has followed the terms of the Plan.

(b) For inquiries by the Employer regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the opinion letter, the Employer may contact the Pre-Approved Plan Provider at: The Ohio State University, 1590 North High Street, Suite 500, Columbus, Ohio 43201 (614-292-0611).

IN WITNESS WHEREOF, the Employer has caused the Plan to be executed as of the date written below.

YOUNGSTOWN STATE UNIVERSITY

By: _____
Print: _____
Its: _____
Date: _____

APPENDIX A

RELEVANT PROVISIONS OF THE OHIO REVISED CODE

All citations to sections of the ORC and OAC are to such sections as they may from time to time be amended or renumbered.

I. Ohio Revised Code

Chapter 145: PUBLIC EMPLOYEES RETIREMENT SYSTEM (p. 1)
Chapter 3305: ALTERNATIVE RETIREMENT PLANS (p. 178)
Chapter 3307: STATE TEACHERS RETIREMENT SYSTEM (p. 195)
Chapter 3309: PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM (p. 335)
Chapter 3345: STATE UNIVERSITIES – GENERAL POWERS (p. 462)
Chapter 3349: MUNICIPAL EDUCATIONAL INSTITUTIONS (p. 541)
Chapter 3354: COMMUNITY COLLEGES (p. 558)
Chapter 3355: UNIVERSITY BRANCH DISTRICTS (p. 582)
Chapter 3357: TECHNICAL COLLEGES (p. 593)
Chapter 3358: STATE COMMUNITY COLLEGES (p. 609)

Section 124.13 Vacation leave. (p. 616)
Section 124.383 Options with respect to sick leave credit remaining at end of year. (p. 617)
Section 124.386 Personal leave. (p. 617)
Section 124.39 Unused sick leave. (p. 619)

Section 507.09 Compensation of fiscal officer. (p. 621)

Section 2907.02 Rape. [*Effective until 3/22/2020*] (p. 622)
Section 2907.02 Rape. [*Effective 3/22/2020*] (p. 624)
Section 2907.03 Sexual battery. (p. 625)
Section 2907.04 Unlawful sexual conduct with minor. (p. 627)
Section 2907.05 Gross sexual imposition. [*Effective until 3/22/2020*] (p. 627)
Section 2907.05 Gross sexual imposition. [*Effective 3/22/2020*] (p. 629)
Section 2907.15 Withholding moneys needed for restitution to crime victims from state retirement funds. (p. 631)

Section 2921.41 Theft in office. (p. 633)

Section 3111.23 Acknowledgment filed with office of child support. (p. 636)

Section 5923.05 Paid military leave for permanent public employees. (p. 637)

APPENDIX B

APPROVED PROVIDERS

The current selection of Providers is not intended to limit future additions or deletions of Providers. The Employer from time to time may add or delete Providers which shall be effective on the date adopted by the Employer, and shall be reflected in a revised Appendix B, without the need of a Plan amendment.

I. Current Providers

The following providers are approved Providers under the Plan as of the date of this Appendix B:

- A.** AIG Retirement Services
- B.** AXA Advisors
- C.** Fidelity Investments
- D.** TIAA

II. Former Provider(s)

The following providers are Former Providers under the Plan as of the date of this Appendix B:

- A.** Lincoln Financial Advisors
- B.** Nationwide
- C.** VOYA

YOUNGSTOWN STATE UNIVERSITY

By: _____
Print: _____
Its: _____
Date: _____



**YOUNGSTOWN
STATE
UNIVERSITY**

**RESOLUTION TO RATIFY THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.,
COLLECTIVE BARGAINING AGREEMENT**

WHEREAS, the three-year collective bargaining Agreement between the Fraternal Order of Police, Ohio Labor Council, Inc., (F.O.P.) and Youngstown State University (“University”) expired on June 30, 2021; and

WHEREAS, collective bargaining between the F.O.P. and the University has proceeded in a mutually advantageous manner; and

WHEREAS, a tentative collective bargaining Agreement for the three-year period July 1, 2021, through June 30, 2024, has been reached between the F.O.P. and the University;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby ratify the collective bargaining Agreement, attached hereto, between the F.O.P. and the University for the period July 1, 2021, through June 30, 2024.

**Executive Summary of Major Changes
To the YSU-FOP Collective Bargaining Agreement 2021-2024**

1. Article 4 Pay
 - Article 4.1 Wage Increases and Wage Schedules
 - i. Increased the steps in each step schedule for the bargaining unit as follows:
 1. 1.5% retroactive to July 1, 2021,
 2. 2.0% effective July 1, 2022, and
 3. 2.0% effective July 1, 2023.
 - Article 4.1.4: Sergeant pay 11% higher than the hourly rate for step 9 Police Officer 2.
 - Article 4.2 Steps: Unfroze step movement.
 - Article 4.8 OPERS Salary Reduction Pick-Up: Clarified that OPERS determines compensation for retirement purposes.
2. Article 5 Insurance
 - 2021-2022, 15% employee contribution for 90/10 plan.
 - 2022-2024, 18% employee contribution for 85/15 plan.
3. Article 6 Grievance Procedure
 - Article 6.7 Step 2: Step 2 grievances now heard by Director Labor and Employee Relations.
 - Article 6.11 Arbitrability: Deleted reference to Article 11 as Article 11 has been deleted.
4. Article 8 Management Rights
 - Article renamed Management Rights; was previously Retained Rights.
5. Article 9 F.O.P Rights
 - Article 9.6: Provided that the CBA will be posted on the University's website and will no longer be printed.
6. Article 11 Non-Discrimination
 - Deleted Article 11: Parties acknowledge that there shall be no unlawful discrimination and discrimination issues are not subject to the grievance procedure.
7. Article 13 Overtime
 - Article 13.2: The bargaining unit will provide the aggregate overtime roster to the University.
 - Article 13.5: If an employee works outside of their regular schedule, they will be paid a minimum of 4 hours at time and a half.
8. Article 15 Evaluations
 - Updated language to explain the current performance evaluation electronic process.
9. Article 18 Vacation
 - 18.8 Requests for Leave Procedure: Added procedure for leave requests.

10. Article 19 Leaves

- Sub Article 19 H Bereavement Leave: Tightened bereavement leave requirements.
- Sub Article 19 I Injured on Duty Leave: Spelled out the process for Injured on Duty Leave.

11. Article 20 Employee Discipline and Employee Rights

- Article 20.1: Provided that certain separations are excluded from the discipline process (e.g., inability to perform the essential duties of a position).
- Article 20.1: added “violation of any University policy or work rule” and “conviction of a felony” as grounds for discipline.
- Streamlined the discipline process.
- Article 20.4 C. Drug and Alcohol Testing Program: Provided that reasonable suspicion is based on University Policy 3356-7-20.

12. Article 21 Uniforms and Equipment

- 21.2: Maintained the uniform allowance at \$1300 per year.

13. Article 24 Retirement

- Deleted mandatory retirement age language in former 25.1.
- 24.1: Clarified tuition remission for online instruction.

14. Article 30 Instructional Fee Remission

- 30.1: Clarified tuition remission for online instruction.

15. Article 31 Probation and Promotion

- 31.1 Probationary Periods: Increased probationary period from 6 months to one year.
- 31.3 K.: Provided that examination eligibility lists expire two years after scoring of examination.

16. Appendix B Evaluation Form

- Revised the Evaluation Form.

17. Appendix E Insurance Benefits

- Added an 85/15 plan effective July 1, 2022
 - i. Cost of Primary Care and Specialty Office Visits will change from \$15/\$15 to \$20/\$35.
 - ii. The total single/family medical out-of-pocket maximum will change from \$1175/\$2225 to \$1350/\$2700.
 - iii. The insurance coverage for out-of-network services will change from 70% to 60%.
 - iv. The prescription maximum cost for employees will be changed from/to:
 - 1. Generic 30-day supply: \$4 to \$5.
 - 2. Generic 90-day supply: \$10 to \$15.
 - 3. Preferred 30-day supply: \$30 to \$35.
 - 4. Preferred 90-day supply: \$60 to \$70.
 - 5. Non-Preferred 30-day supply: \$70 to \$75.

18. Appendix G Overtime Aggregate Roster Procedures

- Appendix added due to new language in Article 13 Overtime concerning overtime roster.

PREAMBLE

The Fraternal Order of Police, Ohio Labor Council, Inc. (F.O.P.) and Youngstown State University support the concept of non-adversarial bargaining. The parties recognize their mutual concerns and wish to give them proper consideration. We hold that non-adversarial negotiations can enhance relationships and mutual gain is possible. We also believe that it is essential that we establish and maintain an atmosphere of mutual trust and respect.

We are committed to providing a safe environment, protecting the students and employees, and rendering service in the areas of the city adjacent to the University. The YSU Police Department and the University pride themselves on their record of crime prevention, criminal investigations, foot and mobile control, education, and medical assistance. We will continue to recognize and make use of individual expertise and knowledge in innovative ways, and will employ cooperative decision making in solving problems faced by the University.

We are committed to Community Policing, a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime.

ARTICLE 1 **AGREEMENT AND RECOGNITION**

1.1: This is an Agreement by and between Youngstown State University (hereinafter referred to as the University) and the Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter referred to as the F.O.P.). 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 hereby recognizes the F.O.P. as the exclusive representative of the members of the bargaining unit defined in Article 2. "Exclusive recognition" is granted under the provisions of and in accordance with Ohio Revised Code 4117.

1.3: This Agreement is the sole and only Agreement between the parties.

1.4: Where this Agreement makes no specification about a matter, the University and the F.O.P. are subject to all applicable state or federal laws or ordinances pertaining to wages, hours, and terms and conditions of employment for public employees, as specified in federal law, the Ohio Administrative and Revised Code, including Ohio Revised Code Section 4117.10.

ARTICLE 2 **SCOPE OF UNIT**

2.1: The bargaining unit shall include all regularly employed full-time members of the classified staff of the Youngstown State University Police Department who are classified as University Police Officer 1, University Police Officer 2, University Police Sergeants, and University Dispatcher.

2.2: A University Police Officer (Probationary) 1 and a University Police Officer 2 patrols campus grounds and buildings and University property to protect lives and property; prevents crimes and enforces laws; investigates crimes; makes arrests; testifies in court; directs traffic; prepares reports; and performs other reasonably related duties as assigned.

2.3: A University Police Sergeant performs the duties specified above for a University Police Officer 2 and in addition may be assigned functional supervision over University Police Officers 1, University Police Officers 2 and University Dispatchers, making assignments, training personnel, monitoring work performance, etc.; a University Police Sergeant performs other reasonably related duties as assigned.

2.4: A University Dispatcher receives and transmits radio communications dispatching personnel and equipment; maintains attendance records; receives and records telephone calls; operates computer terminal receiving and transmitting messages; maintains communication log; makes assignments, trains personnel, monitors work performance and performs other reasonably related duties.

2.5: Excluded from the bargaining unit shall be all unclassified (Professional/Administrative) staff members, all clerical and/or secretarial personnel, all intermittent and/or part-time personnel, students serving as student assistants, and all supervisory staff classified as University Law Enforcement Supervisor, or higher.

2.6: Also excluded from the bargaining unit shall be all employees of the University who are not defined as "public employees" under the provisions of Ohio Revised Code 4117 as defined by said statute and by applicable rules, regulations, orders, and judicial interpretations issued, promulgated, and/or rendered during the term of this Agreement.

2.7: Detailed descriptions of duties for each member of the bargaining unit appear on individual position descriptions maintained in the Office of Human Resources. The University may modify employees' position descriptions in compliance with Sections 2.2 to 2.4. A bargaining unit member whose position description is changed will receive a copy of the modified description concurrent with final modifications. Position descriptions are available electronically.

A bargaining unit member may grieve the reasonableness of a change to their position description.

2.8: If the University decides to create a new classification within the YSU Police Department, the parties will meet to discuss whether to include the new classification in the bargaining unit. If the parties are unable to resolve the issue of whether the new classification will be included in the bargaining unit, then either party may submit a petition for amendment or clarification to the State Employment Relations Board for a final and binding unit determination within ten (10) days of the parties' last meeting.

ARTICLE 3 **TERM OF AGREEMENT**

3.1: This Agreement shall, following ratification by the parties, become effective at 12:01 a.m. on July 1, 2021 and shall remain in effect through 11:59 p.m. on June 30, 2024.

3.2: Either party may notify the other that it desires to modify this Agreement or to negotiate a successor agreement in accordance with O.R.C. 4117.14(B) and SERB Rule 4117-9-02.

ARTICLE 4 **PAY**

4.1 Wages Increases and Wage Schedules

As detailed in Sections 4.1.1, 4.1.2, 4.1.3 and 4.1.4, below, the steps in each step schedule for the bargaining unit will be increased as follows:

1.5%, retroactive to the start of first full pay period after July 1, 2021,
2.0%, effective at the start of the first full pay period after July 1, 2022, and
2.0%, effective at the start of the first full pay period after July 1, 2023.

4.1.1 University Dispatcher Pay

The parties agree to the salary schedule set forth below for the University Dispatcher classification:

Effective July 1, 2021 through June 30, 2022.

Step	1	2	3	4	5	6	7	8
Hourly Rate	\$20.60	\$21.13	\$21.67	\$22.34	\$23.05	\$23.81	\$24.74	\$25.49

Effective July 1, 2022 through June 30, 2023.

Step	1	2	3	4	5	6	7	8
Hourly Rate	\$21.02	\$21.55	\$22.10	\$22.79	\$23.51	\$24.29	\$25.23	\$26.00

Effective July 1, 2023 through June 30, 2024.

Step	1	2	3	4	5	6	7	8
Hourly Rate	\$21.44	\$21.99	\$22.55	\$23.24	\$23.98	\$24.77	\$25.73	\$26.52

4.1.2 University Police Officer 1 Pay

The parties agree to the salary schedule set forth below for University Police Officer 1:

Effective July 1, 2021 through June 30, 2022.

Step	1	2	3	4	5	6	7	8	9
Hourly Rate	\$19.91	\$20.59	\$21.27	\$21.96	\$22.70	\$23.46	\$24.28	\$25.13	\$25.89

Effective July 1, 2022 through June 30, 2023.

Step	1	2	3	4	5	6	7	8	9
Hourly Rate	\$20.31	\$21.01	\$21.70	\$22.40	\$23.15	\$23.93	\$24.76	\$25.63	\$26.41

Effective July 1, 2023 through June 30, 2024.

Step	1	2	3	4	5	6	7	8	9
Hourly Rate	\$20.72	\$21.43	\$22.13	\$22.85	\$23.61	\$24.40	\$25.26	\$26.15	\$26.94

4.1.3 University Police Officer 2 Pay

The parties agree to the wages set forth below for University Police Officer 2:

Effective July 1, 2021 through June 30, 2022.

Step	1	2	3	4	5	6	7	8	9
Hourly Rate	\$21.73	\$22.46	\$23.21	\$23.95	\$24.76	\$25.59	\$26.48	\$27.41	\$28.24

Effective July 1, 2022 through June 30, 2023.

Step	1	2	3	4	5	6	7	8	9
Hourly Rate	\$22.17	\$22.91	\$23.68	\$24.43	\$25.25	\$26.10	\$27.01	\$27.95	\$28.80

Effective July 1, 2023 through June 30, 2024.

Step	1	2	3	4	5	6	7	8	9
Hourly Rate	\$22.61	\$23.37	\$24.15	\$24.92	\$25.76	\$26.62	\$27.55	\$28.51	\$29.38

4.1.4 University Police Sergeant Pay

The wages for the University Sergeant classification will be calculated based on step 9 for the University Police Officer 2 classification. The hourly rate will be 11% higher than the hourly rate for step 9. The wage increases will be retroactive to the start of the first full pay period after July 1, 2021, and effective at the start of the first full pay periods after July 1, 2022, and July 1, 2023.

The parties agree to the wages set forth below for University Police Sergeant:

Retroactive to the first full pay period after July 1, 2021 and through June 30, 2022, the Hourly Rate shall be \$31.34.

Effective at the start of the first full pay period after July 1, 2022 and through June 30, 2023, the Hourly Rate shall be \$31.97.

Effective at the start of the first full pay period after July 1, 2023 and through June 30, 2024, the Hourly Rate shall be \$32.61.

4.2 Steps

Retroactive to July 1, 2021, step movement for bargaining unit employees will occur at the start of the first full pay period following the anniversary of their hire dates. Employees who previously had their steps frozen will resume movement through the step schedule, but time spent frozen at a step will not be counted for placement on the step schedule. Effective upon ratification of this Agreement, bargaining unit employees who attained the top steps of the step schedules in Sections 4.1.1, 4.1.2 or 4.1.3 under the 2018-21 Agreement before ratification of this Agreement shall be placed at the top steps of the step schedules under this Agreement.

4.3 New Dispatchers will normally start at the first step of the Dispatcher pay range, and new Police Officers will normally start at the first step of the Police Officer 1 pay range; however, the University reserves the right to start a newly hired bargaining unit member at a higher step, based on the bargaining unit member's previous experience, education and/or qualifications. Each Police Officer 1 who successfully completes the probationary period shall at the time be advanced to the Police Officer 2 pay range and be placed at the lowest step in the Police Officer 2 pay range to provide them with at least a nine percent (9%) increase in base rate of pay. With the exception of University Police Sergeant, each member of the bargaining unit who is promoted to a higher classification within the bargaining unit shall be paid at the lowest step in the higher pay range which provides them at least a nine percent (9%) increase in base rate of pay.

4.4 Exemption from Bidding: The University may designate no more than two bargaining unit members as exempted positions from the work schedule bid process, such as the Task Force Officer or Administrative Officer:

- A. Only bargaining unit members meeting the University specified standards will be considered for these positions.
- B. Each position will have a specific position description.
- C. A bargaining unit member assigned to one of these positions will continue in grade (classification) and receive regular pay increases provided to other bargaining unit members, as appropriate.
- D. The Officers will not be subject to the provisions of Article 13, ("Work Schedules"), and will work a flexible schedule, as determined by the Chief of YSU Police.
- E. The Officers are not excluded from the Health and Safety provisions in Article 30.

The University and the F.O.P. shall meet and confer regarding the positions that will be exempted from the bid process and any subsequent replacement positions. In addition to the above,

probationary employees will be exempt from the schedule bid process found in Section 12.3 of this agreement.

4.5 Educational Increment: Effective with the implementation of this agreement, each member of the bargaining unit who meets specific standards of formal university or college training shall receive an additional hourly pay increment as follows:

<u>LEVEL OF EDUCATION</u>	<u>HOURLY PAY INCREMENT</u>
A. Receipt of an associate degree in criminal justice or other related degree approved by the Chief of Police.	35¢
B. Receipt of a baccalaureate degree in criminal justice or other related degree approved by the Chief of Police.	60¢

Each member of the bargaining unit who believes they are entitled to an hourly pay increment under the provisions of this article shall provide the University with an official copy of their college or university transcript as a necessary precondition to receiving the stipulated pay increment. Correspondence courses, credit for life experience or professional experience, and credit by examination shall not qualify for the Educational Increment. A bargaining unit member who qualifies for more than one of the two levels of Educational Increment shall be paid only for the highest level achieved. Those bargaining unit members who received an educational increment under the previous educational increment provision will continue to receive such increment.

4.6 Shift Differential: Each University Police Officer 1 and 2, University Police Sergeants, and University Dispatcher, who works the first or third shift will be paid an additional bi-weekly \$0.30/hour for afternoon and midnight shifts. The first shift would be considered the midnight shift and the third shift afternoons. Officers and dispatchers whose bid schedule includes a split shift will be paid shift differential on a pro-rata basis. Shift differential shall be prorated if an employee requests and is accommodated a schedule change. Shift differential shall not be prorated if the bargaining unit member is required to attend training. However, bargaining unit members receiving shift differential who are on leave status for greater than 20 (twenty) consecutive working days will not be paid the shift differential for the balance of the leave.

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

- A. Employees 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. Employees 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. Employees who are working when an emergency closing occurs, and who are directed by the University to continue to work, shall receive straight pay for the

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, payroll entry will indicate regular hours and overtime hours.

- D. Employees 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 addition to their straight pay. In such cases, payroll entry will indicate regular hours and overtime hours.
- E. Employees who are not scheduled to work during a period of emergency closing, 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 employee to work who is on vacation or sick leave.
- G. If an employee is scheduled to work during an emergency closing, but is unable to reach the campus due to conditions which prompted the closing, then the employee will be charged vacation leave or leave without pay for the period of their scheduled shift prior to the official closing.

4.8 OPERS Salary Reduction Pick-Up: The University will continue to implement a "Salary Reduction Pick-Up" in accordance with applicable rulings of the Internal Revenue Service and the Ohio Attorney General. This means the University will, for all members of the bargaining unit, reduce their salary by the amount of the employee contribution to OPERS and will 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," in accordance with the law or applicable regulations and will have no residual obligation to members of the bargaining unit concerning the impact of cessation of the "Pick-Up" upon any employee'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.

4.9 Method of Payment: Bargaining unit members will be paid bi-weekly. Payment will be made by electronic transfer so that the money will be available in the bargaining unit member's account at the beginning of the work day that Friday. Bargaining unit members will enroll in direct deposit to a checking, savings, or credit union account. If a pay day falls on a holiday, money will be available at the beginning of the first work day prior to the payday.

ARTICLE 5 **INSURANCE**

5.1: Summary of Coverage:

A. Eligibility: All group insurance benefits provided in this Agreement and described in the health, dental, and life insurance summary plan descriptions shall be available to the following eligible employees and their dependents except as expressly identified within this Agreement: all permanent full-time bargaining unit members. Dependents are spouses and 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 E of this Agreement. Members of the bargaining unit will annually have the right to choose to enroll in the plan during the open enrollment period established by the University.

C. Working Spouse/Coordination of Benefits:

1. Working Spouse Coverage Obligations

- a. As a condition of eligibility for coverage under the University's group medical and prescription drug plan(s) ("University Coverage"), if an employee's spouse is eligible for group medical and prescription drug coverage sponsored, maintained and/or provided by the spouse's current employer, former employer (for retirees), or business for self-employed individuals (other than sole proprietors) (collectively or individually, "Employer Coverage"), the spouse must enroll for at least single coverage in their Employer Coverage unless they are entitled to Medicare.

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

- b. The requirement of subsection (a) does not apply to any spouse who works less than 25 hours per week AND is required to pay more than 50% of the single premium funding rate OR \$300 per month, whichever is greater, in order to participate in Employer Coverage.
- c. An employee's spouse who fails to enroll in Employer Coverage, as outlined above, shall be ineligible for University Coverage.
- d. Upon the spouse's enrollment in Employer Coverage, that coverage will become the primary plan and the University Coverage will become the secondary plan according to the primary plan's coordination of benefits and participation rules. Notwithstanding the foregoing, in the event the spouse is a Medicare beneficiary and (i) Medicare is secondary to the University Coverage, and (ii) Medicare is primary to the spouse's Employer Coverage, the University Coverage will be the primary coverage. The rules of O.R.C. §§ 3902.11 to 3902.14 shall govern the implementation and interpretation of these coordination of benefits rules.

2. **Employer Coverage.** It is the employee's responsibility to advise the University's Human Resources Benefits Manager immediately (and not less thirty calendar days after any change in eligibility) if the employee's spouse becomes eligible to participate in Employer Coverage. Upon becoming eligible, the employee's spouse must enroll in Employer Coverage unless they are exempt from this requirement in accordance with the exemptions stated in this section.
 - a. Every bargaining unit member whose spouse participates in the University's group medical and prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether their spouse is eligible for and enrolled in Employer Coverage. If any bargaining unit member fails to complete and submit the certification during the annual certification process, such bargaining unit member's spouse will be removed immediately from University Coverage. Any information not completed or provided on the certification form may be requested from the employee.
 - b. If a bargaining unit member submits false material information or fails to timely advise the Human Resources Benefits Manager or their designee of a change in the eligibility of the employee's spouse for Employer Coverage within 30 calendar days of notification of such eligibility, and such false information or failure results in the provision of University Coverage to which the employee's spouse is not entitled, the employee's spouse will be disenrolled from University Coverage. Such disenrollment may be retroactive to the date as of which the employee's spouse became ineligible for plan coverage, as determined by the administrator for the University Coverage. The administrator shall provide at least thirty calendar days advance written notice of any proposed retroactive disenrollment. In the event of retroactive disenrollment, the bargaining unit member will be personally liable to the applicable University Coverage for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the University Coverage as a result of the false information or failure. Additionally, if the bargaining unit member submits false information in this context, the employee may be subject to disciplinary action, up to and including termination of employment.
 - c. The details of the working spouse limitations and coordination of benefits requirements are available on the Human Resources Office website.
 - d. For purposes of salary deduction toward premium cost sharing, in families in which both spouses are employed by YSU, the higher paid employee shall bear the salary deduction. They shall have the option either to be treated as only one employee, employee plus one, or family, or to select individual coverage and for each to pay the single salary share of the premium.
 - e. If one spouse works for YSU and the other does not, their children remain on the YSU insurance. If both spouses work for the University, in the case of family coverage, the higher-paid employee pays for the employee plus one or family coverage.

- f. An employee may opt out of health insurance benefits (medical and prescription drug, dental and/or vision coverage), in accordance with University policy.

D. Coverage Levels and Additional Features: The University will offer a plan with equal to or greater coverage as the Preferred Provider Organization Plan as detailed in Appendix E. The University may implement any other changes recommended by the Health Care Advisory Committee and approved in accordance with Section 5.6.

E. Booklets: Eligible employees shall be able to access information regarding coverages on-line via the vendor's website.

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

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

5.1a: Premium Sharing: Eligible bargaining unit members who choose to enroll in the University's health insurance plan will contribute the following percentages of the Fully Insured Equivalent or such other calculation as detailed in Appendix J or such lesser percentage that the University charges to any other employees, for medical, dental, vision and prescription drug benefits:

A. Effective July 1, 2021 and continuing through June 30, 2022, all employees shall contribute fifteen (15) percent of the fully insured equivalent rate for their subscriber selection. Effective July 1, 2022, all bargaining unit members shall contribute eighteen (18) percent of the fully insured equivalent rate for their subscriber selection.

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

5.2: 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.

5.3: 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.

5.4: 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.

5.5: 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. If the second opinion differs from the first opinion, the bargaining unit member or covered dependent may choose to obtain a third opinion. The cost of the optional second opinion and/or third opinion shall be covered by the University.

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

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

5.8: Section 125 and Premium Pass-Through Benefits: The University shall contract with a carrier to serve as Third Party Administrator (TPA) for Section 125; those plans are premium pass-through, flexible spending account and dependent care account benefits for University employees. Eligibility for, and use of, this program shall be governed by IRC Section 125. There shall be no initiation or sign up fees for employees. Monthly administrative charges, if any, for the TPA shall be paid by payroll deduction by those employees selecting this benefit. Employee contributions under Section 125 shall also be made by payroll deduction up to the maximum of allowable amount for the Flexible Spending Account and the Dependent Day Care under applicable federal regulations per account. An individual selecting this plan shall participate in the plan from January 1 to December 31.

5.9: Catastrophe Benefits: Any member of the bargaining unit who is injured effecting an arrest or by gunshot, knife wound, severe beating, vehicular assault, or vehicular accident in pursuit of a suspect, and as a result is unable to perform their duties for a period of two months or longer, shall receive a lump sum payment of six thousand dollars (\$6,000). If a bargaining unit member dies from injuries from said incident within ninety (90) days, a payment of six thousand dollars (\$6,000) shall be made to the estate of the bargaining unit member. These provisions are subject to the following exceptions and limitations:

- A. This provision shall not apply to any incident involving any gunshot, knife wound or vehicular assault or accident that is self-inflicted.
- B. Any injured bargaining unit member is subject to the physical examination provided for in Section 19-B.8.
- C. Only one payment of six thousand dollars (\$6,000) will be paid for each incident.

D. This benefit for effecting an arrest, severe beating, vehicular assault or vehicular accident shall apply only in cases in which the employee is hospitalized for forty-eight (48) hours or longer as a result of the incident.

In the event a bargaining unit member dies as a result of an incident described above, the University will pay to the bargaining unit member's estate an amount equal to the cash value of all accrued but unused sick leave as of the date of death, computed at the bargaining unit member's last hourly rate of pay.

5.10: 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.

5.11: 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 (2.5) times the bargaining unit member's annual salary. Each bargaining unit member's group term life insurance shall be subject to a cap of \$250,000 for the term of this Agreement. Bargaining unit members may waive insurance coverage in excess of \$50,000.

5.12: 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 they become eligible for disability benefits under such state fund.

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

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

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

ARTICLE 6 **GRIEVANCE PROCEDURE**

6.1: Definition: The purpose of this Article is to set forth a prompt and equitable method for resolving disputes between the parties during the term of this Agreement. Under this Article, a member(s) of the bargaining unit or the F.O.P. may file a grievance in which they claim there has been a violation of this Agreement. Nothing in this Article is intended to discourage or prohibit informal discussion of a dispute prior to the filing of a formal grievance.

6.2: Procedure: A grievance is filed at Step 1 unless the parties agree that it is properly initiated at Step 2 or Step 3. A grievance is filed on the form which appears in Appendix A to this Agreement, after the grievant secures a grievance number from the Chief Human Resources Officer or their designee. A grievance must be filed within twenty (20) days of the event giving rise to the grievance, or within twenty (20) days after the grievant knew the facts which are the subject of their grievance. All references to "days" in this Article are to calendar days. The time limits specified in this Article may be extended only by the mutual agreement of the parties. If the grievant, or the union, fails to appeal a disposition of a grievance within the specified time limits, the grievance shall be considered settled on the basis of the last disposition by the University. If the University fails to reply within the specified time limit, the grievance shall automatically be advanced to the next level of the grievance and arbitration procedure.

6.3: Grievance Hearings: Each grievance hearing will be conducted by the designated administrator in an effort to determine what if any violation of this Agreement has occurred. Hearings will be attended by the grievant and by a representative(s) designated by the F.O.P. If a grievance hearing is held during the working hours of the grievant and/or one (1) F.O.P. representative, the grievant and/or the F.O.P. representative shall be paid for the time spent at the grievance hearing. However, within these limitations, the University will, to the extent feasible, seek to schedule hearings at convenient times.

6.4: Independent Grievances: An employee shall have the right at any time to present a grievance to the University, and to have such grievance adjusted without the intervention of the F.O.P. or F.O.P. representative, provided that the adjustment is consistent with the terms of the Agreement; and provided that the F.O.P. has been given the opportunity to have a representative present at such adjustments.

6.5: Class Action Grievances: When a group of two or more employees are eligible to file a grievance, the grievance may be filed on behalf of the affected employees by the Staff Representative of the F.O.P./O.L.C. Any such class action grievance shall include a list of employees that are covered by the grievance.

6.6: Step 1: Within twenty (20) days following an occurrence the grievant believes to be a violation of this Agreement, the grievant may formally file a grievance by securing a grievance number from the Chief Human Resources Officer, or their designee, by completing a Grievance Form, and by submitting the completed form to the Chief of the YSU Police, with a copy to the Chief Human Resources Officer, or their designee. Within ten (10) days after receiving the grievance, the Chief of Police will hold a grievance hearing, and within ten (10) days following the hearing they will complete a Grievance Disposition Form, distributing the original to the grievant and providing a copy to the F.O.P. Within ten (10) days following the receipt of the Chief of Police's Step 1 disposition, the grievant may appeal the disposition to Step 2 by completing and distributing a Grievance Disposition Reaction Form.

6.7: Step 2: Within ten (10) days following receipt of an appeal from a Step 1 disposition, the Director of Labor Relations, or 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 F.O.P. If the Director of Labor Relations, or designee, holds a grievance hearing, they shall execute and distribute a Grievance Disposition Form within ten (10) days following the hearing. A hearing is required if the grievance is filed initially at Step 2. Within ten (10) days

following receipt of the Director of Labor Relation's, or designee's, Step 2 disposition, the grievant may appeal the disposition to Step 3 by completing and distributing a Grievance Disposition Reaction Form.

6.8: Step 3: Within ten (10) days following receipt of an appeal from Step 2, the Chief Human Resources Officer, or their designee, shall 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 F.O.P. If the Chief Human Resources Officer, or designee, holds a grievance hearing, they shall complete and distribute a Grievance Disposition Form within ten (10) days following the hearing. A hearing is required if the grievance originates at Step 3.

6.9: Step 4: Within ten (10) days following receipt of the Chief Human Resources Officer's, or designee's, Step 3 disposition, the grievant may appeal the disposition to Step 4 by completing a Grievance Disposition Reaction Form and delivering it to the office of the Chief Human Resources Officer. The grievance will be advanced to binding arbitration if the F.O.P. supports the arbitration of the grievance by so advising the Chief Human Resources Officer, in writing, not later than thirty (30) days following the timely delivery of the grievant's appeal to Step 4 to the office of the Chief Human Resources Officer.

6.10: Within ten (10) days after giving written notice that it supports the arbitration, the F.O.P. must request from the Federal Mediation and Conciliation Service a panel of seven (7) arbitrators whose primary addresses are within the State of Ohio and 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. If the parties are unable to agree upon which of those seven (7) nominees shall serve as an 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. 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.

6.11: Arbitrability: The following matters are not arbitrable: the removal of a probationary employee, any matter subject to the jurisdiction of the Ohio State Personnel Board of Review, or the State Employment Relations Board, and any matter not directly relating to the meaning and application of the terms of this Agreement. If there is a question concerning arbitrability, either party may request that the arbitrator rule on the arbitrability of the grievance. If the arbitrator finds the grievance to be arbitrable, they shall proceed to hold a hearing on the merits of the grievance.

6.12: Arbitrator's Authority: The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

6.13: Costs: Arbitration hearings will be held on the University campus, in facilities provided at no cost by the University. The University shall provide parking accommodations at the location of the hearing for those persons who are attending to represent the Union. The Union will notify the Employer three (3) days prior to the hearing regarding the number of required spots. The fees and expenses of the arbitrator shall be shared equally by the parties. Other expenses will be borne by the party incurring them.

6.14: A bargaining unit member requested to appear at an arbitration hearing by either party shall attend. If this occurs during their regularly scheduled shift, they shall be paid at the regular rate. Any request for the attendance of witnesses shall be made in good faith, and at no time shall more than three (3) bargaining unit members be present on behalf of and/or at the request of the F.O.P. In the event the Union believes the presence of more than three (3) bargaining unit members is necessary, it shall be discussed with the University at least two (2) weeks in advance of the arbitration hearing, and a decision will be made on a case by case basis.

6.15: Award: The arbitrator's decision and award will be in writing and the parties will request that it be delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

6.16: Other cases: The provisions of this article shall be available to the University to resolve disagreements with the F.O.P. concerning the terms of this Agreement, following the submission in writing to F.O.P. of the matter of disagreement and a meeting of the parties in lieu of the Step 3 hearing provided herein.

6.17: The parties intend that in accordance with the provisions of the Ohio Revised Code 4117.10(A), the Ohio State Personnel Board of Review shall have no jurisdiction during the term of this Agreement over any matter addressed by the provisions of this Agreement.

ARTICLE 7 **UNIVERSITY/F.O.P. RELATIONS AND RESPONSIBILITIES**

7.1: The parties agree that it is desirable that they develop and maintain a working relationship of mutual respect. 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 necessary to fulfill its obligations under this Agreement. The F.O.P. agrees that there shall be no F.O.P. 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 employees 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.

7.2: Representatives of the University and the F.O.P. shall meet regularly at mutually convenient times to discuss informally matters of mutual concern. Either party may formally request that a specific topic be discussed, providing the request is made in writing a minimum of ten (10) 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 F.O.P. to renegotiate or reopen any provisions of this Agreement during any meeting with representatives of the other party.

7.3: Aggregate leave of up to fourteen (14) days each year shall be granted to no more than four (4) duly elected delegates of the Youngstown State University Chapter of the F.O.P. to attend the F.O.P.'s conventions, functions, and meetings, provided that only two (2) bargaining unit members may use this leave at the same time. This means one member of the bargaining unit at eight (8) days, or two members of the bargaining unit at four (4) days. A minimum of thirty (30) days

written notice shall be provided to the University prior to taking such leave. Leave for this purpose shall be paid leave and considered in active pay status.

7.4: Either party to this Agreement shall furnish the other, upon written request, information related to the negotiation or administration of the Agreement, provided such information is available and can be furnished at reasonable expense, such request allows reasonable time to assemble the information, and the party from whom the information is sought may determine the form in which such information is submitted. The Union will receive a copy of the annual budget, agendas and minutes of the 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 and communications distributed generally to classified bargaining unit members of the University. F.O.P. will provide the University with copies of written communications distributed to the general membership of the bargaining unit.

7.5: The University agrees to provide the Union with copies of such written work rules as are promulgated by the University in accordance with this Agreement. 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. Bargaining unit employees will not be disciplined for action or conduct that is consistent with written work rules or policies.

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. Disputes concerning alleged discriminatory harassment may be grieved, but the grievance may not be appealed beyond step 3; this means that grievances of this nature may not be submitted to arbitration.

7.7: Any bargaining unit member who leaves the department will lose seniority in the bargaining unit on a time-for-time basis.

ARTICLE 8 **MANAGEMENT RIGHTS**

The University retains all rights necessary to operate the University, except as those rights may be modified by the provisions of this Agreement. These retained rights include but are not necessarily limited to the general grant of authority specified in Ohio Revised Code 3356. These retained rights include but are not necessarily limited to those rights commonly known as management rights, which are delineated in Ohio Revised Code 4117. These retained rights include but are not necessarily limited to the right to:

- A. Conduct and grade civil service examinations, rate candidates, establish eligibility lists; and make original appointments therefrom; or, alternatively, to post announcements for positions to be filled by original appointment from among qualified applicants responding to the posting, and to make appointments from the pool of applicants;
- B. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public

employer, standards of services, its overall budget, utilization of technology, and organizational structure;

- C. Direct, supervise, evaluate, or hire employees;
- D. Maintain and improve 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 employees;
- G. Determine the adequacy of the work force;
- H. Determine the overall mission of the employer as a unit of the government;
- I. Effectively manage the work force;
- J. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 9 **F.O.P. RIGHTS**

9.1: In addition to other rights and privileges accorded to the F.O.P. elsewhere in this Agreement, the F.O.P. shall have the rights specified in this article for activities related to the administration of this Agreement and the members of the bargaining unit defined herein.

9.2: Duly authorized representatives of the F.O.P. shall have access to the University premises for the purpose of transacting official F.O.P. business consistent with the Agreement, providing this shall not interfere with or disrupt the normal conduct of University affairs.

9.3: The F.O.P. shall be permitted reasonable use of University rooms for meetings on the same basis as other employee groups, e.g., the YSU-OEA.

9.4: The F.O.P. shall be permitted exclusive use of one (1) University bulletin board and one (1) storage locker in the YSU Police Department, and reasonable access to mailboxes and mail service for communication with members of the bargaining unit.

9.5: The F.O.P. shall have the right to utilize the University printing/reproduction services for the duplication of printed matter on the same basis as other employee organizations, provided the University is paid for such duplication. The F.O.P. shall have the use of a mailbox located in Postal Service, at no cost to the F.O.P. These privileges shall be available only for activities directly related to F.O.P.'s role as exclusive representative. Abuse of these privileges shall be grounds for termination of the privileges.

9.6: Copies of this Agreement shall be posted in electronic format on the University's Human Resources webpage for download in a printable PDF format. The University shall provide the

F.O.P. with ten (10) copies of this Agreement. The F.O.P. may purchase additional copies at its own expense for the cost of production.

9.7: The University shall recognize the FOP OLC associates for each bargaining unit group as the Union stewards designated by the Union. Stewards shall be authorized to investigate grievances and to represent employees in grievance adjustments, as provided by Article 6 ("Grievance Procedure"). The Union shall inform the University in writing of those employees designated as stewards prior to the University's recognition of those persons as stewards. The Union will notify the University promptly of changes in the list of stewards.

9.8: Union stewards recognized in Section 9.7, shall be permitted up to one and one-half (1.5) steward-hours each week to investigate grievances during the paid working hours of the stewards. The one and one-half (1.5) hours shall apply to all recognized stewards, that is, one (1) steward at one and one-half (1.5) hours or two (2) stewards at seventy-five hundredths (.75) hour, etc. The steward-hours, if unused in a given week(s), may accumulate to a maximum of five (5). 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. Advance permission must be granted by the steward's supervisor and by the chief steward or Union president prior to investigation of a grievance during paid hours. If a steward leaves their work area to investigate a grievance in another work area, the steward will also secure the permission of the supervisor in the grievant's area before talking to the grievant. The University agrees that permission to investigate a grievance will not be denied unreasonably. No individual steward may devote more than six (6) hours of paid time to grievance investigation during a given week without the permission of the University. The Union will advise the University in writing once each month of the activities of the Union stewards engaged in under the provisions of this section of the Agreement, specifying the amount of time spent by each recognized steward.

9.9 The University shall continue to provide office space in the police building to be utilized by the FOP OLC and the designated associates for assistance to members and furthering the labor relations process. Such space shall be equipped with power and be of sufficient size to allow one-on-one meetings with members and storage of labor-management-related documents and research aids.

ARTICLE 10 **DUES DEDUCTION**

10.1: The University agrees to deduct FOP dues from any member of the bargaining unit who signs an authorized payroll dues deduction card. Such card shall be furnished by the FOP. It is agreed by the University that either within two (2) weeks, or the next payday; whichever is later, after said card is submitted for payroll deduction of dues, that deductions for new members will be made.

During the first pay period in January and July of each year, the University shall provide the FOP/OLC with a roster of all bargaining unit employees. Additionally, should the University receive notice from a bargaining unit member wishing to cease dues deduction and withdraw from FOP/OLC membership, the University shall notify the FOP/OLC in writing within seven (7) days of this request.

All dues collected shall be paid over by the University once each month to the FOP/OLC, 222 East Town Street, Columbus, Ohio 43215-4611.

10.2: Upon proper individual authorization, the University shall administer the following payroll deductions each pay period:

- A. Up to two tax-exempt charitable organizations, including United Way;
- B. Tax-sheltered annuities, Individual Retirement Accounts (IRA), and IRS approved 403(b) programs;
- C. The YSU Foundation.

A bargaining unit member may enroll in a tax-sheltered annuity program once a year.

10.3: The F.O.P. hereby agrees to hold the University harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the F.O.P. shall indemnify the University for any such liabilities or damages that may arise.

ARTICLE 11 HEADINGS

It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor affect any interpretation of any such Article.

ARTICLE 12 WORK SCHEDULES

12.1: Each non-probationary member of the bargaining unit shall be afforded the opportunity to bid on a work schedule by seniority in the classification. The work schedule shall normally consist of eight (8) consecutive hours a day and forty (40) hours a week, consisting of five (5) consecutive eight-hour days. However, the parties may mutually agree to alternative work schedules. The actual bidding process is outlined in Section 12.3.

12.2: Changes in non-probationary employees' normal work schedules shall be posted in writing on a bulletin board in the department or work unit a minimum of five (5) calendar days prior to the effective date of the change, except when earlier notification is mutually agreeable to the employee and the University, and except when changes are necessitated by emergency. The announcement shall specify the duration of the schedule change. Only the President, Chief of YSU Police or their designee are authorized to declare that an emergency exists.

12.3: The work schedule each non-probationary bargaining unit member works shall be determined by a bidding process as follows:

- A. Each job classification shall have separate bidding.

- B. Seniority by classification will determine the sequence of who bids first, second, third, etc. The member who has the greatest classification seniority will have the first bid, the member who has the 2nd greatest classification seniority will bid 2nd, etc. This procedure will prevail down to the bargaining unit member with the least amount of classification seniority who will have the final bid.
- C. The "Bid Sheet" will be posted on the F.O.P. bulletin board a minimum of four (4) weeks prior to taking effect. Within one (1) week of posting, all members will sign the sheet promptly next to the open slot they wish to work.
- D. Employees will bid work schedules once per year in conjunction with the spring semester. The work schedule shall take effect on the first Sunday of the first week of the spring semester.
- E. The "Bid Sheet" shall state the effective dates (Starting/Ending) Shift & Hours, Days Off.

12.4: The University may reassign employees from one shift to another when the University determines such action is necessary. In making such reassignments, the seniority, by classification of the non-probationary employees involved, will govern and a non-probationary employee may reject a reassignment provided they are senior, by classification, to another non-probationary employee in the department who is qualified to perform the necessary work. If the reassignment is undesirable to all the available non-probationary employees in the classification affected, the least senior non-probationary employee, as provided in Section 12.5, will be assigned to the shift in question.

12.5: For purposes of work schedules, seniority shall be calculated from the effective date of appointment of the employee's current period of uninterrupted service in their present classification as a member of the regular full-time classified Civil Service staff of the University. (This means that if any member of the bargaining unit has left or been separated from the employment of the University and subsequently has been reappointed to a different position in the University's classified Civil Service staff, their seniority for purposes of work schedules shall be calculated from the latest effective date of employment in their present classification as a member of the full-service classified Civil Service staff of the University.) Employee seniority lists shall be maintained by the University and will be furnished to the F.O.P.

12.6: The University reserves the right to determine the method whereby employees' arrival at and departure from work are recorded; such methods may include time clocks, sign-in sheets, or other methods as appropriate. No employee shall sign in or clock in for another employee.

12.7: Employees who are late for work shall be docked no more than the time of tardiness. If an employee is occasionally tardy for work for a period of fifteen (15) minutes or less, the employee may request to make up the work missed on the day of tardiness at the end of their shift. Such requests 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 shall be grounds for denying all such requests to an individual, and that non-occasional tardiness may be grounds for disciplinary action.

12.8: No bargaining unit member shall work continuously for more than sixteen (16) hours, except when an emergency has been declared, as provided in Section 13.6.

ARTICLE 13 **OVERTIME**

13.1: Employees who are in active pay status, excluding the use of paid sick leave, for more than forty (40) hours in a given week, at the direction of the University, shall be paid overtime at one and one-half (1.5) times regular pay or, at the discretion of the employee, receive compensatory time off at the rate of one and one-half (1.5) hours for each hour of overtime worked. "Week" means the 168-hour period from 12:01 a.m. on Sunday through midnight at the end of the following Saturday. Compensatory time off must be taken when such time off shall not be unduly disruptive to the University's operations. The procedures for requesting of short-notice vacation in Article 18.8 will also be applied to requests for use of compensatory time. Compensatory time not taken in accordance with the preceding sentence will be paid off at the bargaining unit member's current rate of pay. A bargaining unit member may not exceed a 200-hour compensatory time balance. If a 200-hour balance exists, the employee will automatically be given pay for any overtime worked. The University shall convert to cash at the current hourly rate of the employee an amount equal to fifty percent (50%) of the employee's accumulated compensatory time balance at the end of the last full pay period in December. The payment for the conversion shall take place on the first payday following the second full pay period after January 1 and such payment shall be made to the employee as part of the employee's regular paycheck. Employees may elect to convert all or part of their compensatory time balance to a payment at the employee's current hourly rate by submitting a request to the University. Such payment shall be included in the employee's regular paycheck and shall be made on the first payday following two weeks after the employee submits the request to the University.

13.2: An overtime opportunity exists when the University needs the services of one (1) or more members of the bargaining unit for more than forty (40) hours of work or active pay status, excluding the use of paid sick leave, in a given week. The University will offer overtime opportunities to available bargaining unit members in order of the aggregate overtime roster provided by the bargaining unit. The University shall have the right in unusual circumstances to assign overtime outside the ordinary rotation. Furthermore, no employee will be eligible to work overtime for at least twenty-four (24) hours after the end of the shift for which the employee reported off sick. The University will offer all overtime details and opportunities to full-time bargaining unit members first at a 1:1 ratio of bargaining unit members to non-bargaining unit members, with the odd-numbered overtime detail or opportunity being offered to the bargaining unit member. If an insufficient number of bargaining unit members accept the available number of overtime opportunities, then the University may fill those overtime opportunities with non-bargaining unit employees. When a detail is staffed by multiple bargaining unit members and involves multiple types of work assignments, bargaining unit members may select on a seniority basis the work assignments designated by the University to be performed by bargaining unit members before offering the assignment to non-bargaining employees. The parties agree that current permanent details, dormitories, courtyards and the Recreation Center are not included in this formula.

13.3: The bargaining unit will provide on a weekly basis an aggregate overtime roster before the end of the day Sunday. If no aggregate overtime roster is provided by the end of the day on Sunday,

the previous week's aggregate overtime roster will be used until a new aggregate overtime roster is provided. The current week aggregate overtime roster may be used to fill overtime details scheduled out to Tuesday of the following week. The bargaining unit's aggregate overtime roster procedures are listed in Appendix G of this Agreement. Because the aggregate overtime roster is administered by the bargaining unit, the procedures in Appendix G are not subject to Article 6 (Grievances) of this Agreement.

13.4:

- A. Bargaining unit members who are offered overtime, for replacement of employees due to unscheduled absences or other unanticipated events, will promptly accept or decline the opportunity. In the event a bargaining unit member is contacted via phone and the bargaining unit member does not accept the overtime opportunity immediately, the University may move to the next eligible bargaining unit member on the overtime list.
- B. Scheduled overtime opportunities will be forwarded to the appropriate person for staffing a minimum of five (5) days prior to the date of the event. It is agreed that there may be times when an unanticipated overtime assignment becomes available and it may not be possible to have this information forwarded by the deadline above. In all cases, copies of the Request for Police Services and Call Out Sheets will be forwarded to the President of the FOP Labor Council. Bargaining unit members who are contacted for overtime opportunities will accept or decline the overtime opportunity as quickly as possible, but in no case later than six (6) hours from the time the overtime was offered. Contact includes messages left with another party, answering machines, pagers, or cell phones. If a bargaining unit member fails to accept or decline the overtime opportunity within the time period specified above, they will forfeit the overtime opportunity.

13.5: When an employee works during hours outside of their regularly scheduled workday, and those additional hours do not abut their normal workday, the employee shall be paid a minimum of four hours at the rate of one and one-half (1.5) times the employee's regular hourly rate of pay. This provision applies to appearances in court on behalf of the University.

13.6: An emergency exists when the Chief of YSU Police, President, or their designee, determine current or potential conditions on the YSU campus warrant the immediate call out or hold over of bargaining unit members is necessary for the health or safety of the University community. If an emergency occurs which results in the University having to assign members of the bargaining unit to additional duty or to modified schedules with less notification than is specified by Section 12.2 ("Work Schedules"), the University will provide affected bargaining members with as much advance notice as is feasible, will rotate overtime opportunities among bargaining unit members to the extent feasible, and a representative of the University will meet with the F.O.P. promptly to discuss the nature of the emergency and the manner in which it was accommodated. If the YSU Police Chief or their designee determines that any extra detail or shift cannot be adequately staffed as a result of the inability to obtain intermittent, part-time, or full-time employees, a bargaining unit member may be required to work the assignment. These assignments will be made on a rotating basis according to least seniority. That is, the bargaining unit member with the least seniority in the classification will be required to work the first such assignment, the next least

senior bargaining unit member in the classification the second such assignment, and so on. A holdover/force out roster for each classification with holdover/force out dates will be kept in Dispatch. The University agrees to give as much notice as possible for pre-scheduled shifts and events/details that require a holdover/force out. In the event of an unscheduled or short notice need for a holdover/force out for a shift or detail, the bargaining unit member with the longest time since the last holdover/force out according to the holdover/force out roster in the classification on the prior shift will be required to work. All holdover/force out notifications will be made by a supervisor in person or via telephone.

13.7: A bargaining unit member who does not want to work regular, non-emergency overtime may waive their right to the rotational opportunity to work overtime established in this Article. It is the employee's responsibility to inform the University in writing by January 31 and June 30 of each calendar year of their intent regarding this right.

13.8: Should it become apparent that the University has erred by failing to offer overtime to the qualified individual—in the proper order given on the current aggregate overtime roster, the University will offer the employee involved the next normal overtime opportunity they are available for within their overtime group first.

13.9: A bargaining unit member required to work continuously for more than sixteen (16) hours in accordance with Sections 12.8 and 13.6 shall be paid at two and one-half (2.5) times regular pay for each hour exceeding sixteen (16) hours.

ARTICLE 14 HOLIDAYS

14.1: The University shall observe those legal holidays established by the State of Ohio and any other day appointed and recommended by the Governor of the State of Ohio or the President of the United States as a permanent legal holiday and not a one-time or limited occasion:

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. Juneteenth National Independence Day

14.2: For purposes of pay, holidays shall be those days enumerated in Section 14.1 regardless of whether the University formally observes the holiday on that day or on another 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, their entire scheduled workday immediately preceding the holiday and their 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.

The method used to determine which bargaining unit members work a holiday will be determined by the classification seniority of the persons normally scheduled to work each shift on that holiday. The hours worked on a holiday will not be considered overtime.

If a bargaining unit member is not scheduled to work on a holiday, and has forty (40) hours in active pay status, excluding the use of paid sick leave, during the week in which the holiday falls, they shall be paid one and one-half (1 ½) times their hourly rate of pay for the holiday on which they did not work. However, at the bargaining unit member's option they may request the hours earned be added to the bargaining unit member's total hours of Compensatory Time instead of receiving pay.

If a bargaining unit member is not scheduled to work on a holiday, and has less than forty (40) hours in active pay status, excluding the use of paid sick leave, during the week in which the holiday falls, they shall be paid their hourly rate of pay for the holiday on which they did not work.

A member of the bargaining unit who is required to be on duty on a holiday observed by the University, as defined in Section 14.1, shall be paid an additional one and one-half (1.5) times their hourly rate of pay if the duty falls within their regular forty (40) hour work week. A bargaining unit member who is scheduled to work on a holiday and reports off sick will be required to request the use of sick leave for the time missed and will be paid their hourly rate of pay.

A bargaining unit member who is required to be on duty on a holiday observed by the University, as defined in Section 14.1 and has less than forty (40) hours in active pay status, excluding the use of paid sick leave, during the week in which the holiday falls, shall be paid their hourly rate of pay for the holiday on which they worked or were mandated. A bargaining unit member who is scheduled to work on a holiday and reports off sick will be required to request the use of sick leave for the time missed and will be paid their hourly rate of pay.

ARTICLE 15 **EVALUATIONS**

15.1: An employee shall have their performance officially rated or evaluated by the Chief of the YSU Police or their designee once during the first half of the probationary period through a progress check-in, once at the end of the probationary period, and at least once each year thereafter. The performance evaluation process is an on-line process with the evaluation form available in the electronic system for the benefit of both the supervisor and bargaining unit member. The form to be used in evaluations appears in Appendix B.

15.2: When an evaluator has completed an evaluation, they will meet with the employee during working hours to review and discuss the evaluation; to answer questions concerning the evaluation and to clarify it; and to provide such information as is available and relevant to the evaluation. (If work records in the department are utilized in preparing the evaluation, the employee will have an opportunity to review those records.)

15.3: The employee shall receive and acknowledge the evaluation via the on-line system. The employee's acknowledgement shall certify that they have reviewed the evaluation, but will not necessarily indicate agreement with it. The completed evaluation will be electronically stored.

15.4: An employee 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 6 ("Grievance Procedure"). Such grievance may be processed through step 3 of the grievance procedure. However, grievances over evaluations shall not be arbitrable. If the adjustment of the grievance includes a determination that the evaluation was procedurally flawed or based upon improper information, the University will nullify the evaluation and direct that it be redone. If an employee disagrees with the judgment of the evaluator, the employee may electronically 1) so note on the evaluation form; and/or 2) so note, with comments in the "Employee's Comments" section of the form.

ARTICLE 16 **STANDARDS OF PROFICIENCY**

16.1: Members of the bargaining unit who are sworn police officers shall meet and maintain reasonable standards of proficiency and fitness for office. The University will make a reasonable effort to assist sworn police officers in maintaining standards of proficiency.

16.2: The failure of a bargaining unit member to meet minimum standards in the areas listed herein shall be grounds for disciplinary action which may include: reduction of classification, transfer to another existing department in the University for which the individual possesses the qualification, or possible separation from the University.

16.3: Each sworn officer shall maintain certification by the Ohio Peace Officer Training Council in conformity with Ohio law.

16.4: Each sworn officer shall annually demonstrate their proficiency with the firearm they are directed to carry by meeting the standards provided in Appendix C, YSU/F.O.P. Standards of Proficiency: Firearms.

16.5: Each sworn officer may be required by the University to receive a physical examination from their personal physician. The employee's personal physician will complete and return to the University a medical form which appears as Appendix D to this Agreement. The form will be classified as "Confidential" and, if appropriate, will be made available to a health education expert designated by the University who will consult with the officer and recommend a voluntary, individualized fitness program based on age, sex and present condition. The officer shall utilize their insurance plan from the University which provides for an annual examination to cover the cost of such exam. If any costs of the exam are not covered by the officer's insurance coverage, the expense will be paid by the University. If the University wishes to have its designated physician also conduct an examination of the officer, the University shall be responsible for the entire cost of such exam. The physical examinations will not include any testing for sexually transmitted diseases.

ARTICLE 17 **PERSONNEL FILES**

17.1: An official personnel file shall be maintained in the Office of Human Resources for each member of the bargaining unit. Personnel files are maintained and access provided to them in accordance with law, including Ohio Revised Code 1347 (Personal Information Systems).

17.2: Each employee shall have access to their official personnel file by appointment and at reasonable times. The University will also grant access to an employee's official personnel file to the employee's designated representative, upon written authorization of access by the employee.

17.3: An employee who has reason to believe that there are inaccuracies in materials contained in their personnel file shall have the right to submit a memorandum to the Chief Human Resources Officer or their designee requesting that the documents in question be reviewed to determine their appropriateness in the personnel file.

17.4: The University shall promptly review requests received under the provisions of Section 18.3. If the University concludes that the material is inappropriate for retention in the employee's personnel file, the material shall be removed and the employee so informed. If the University concludes that the material is appropriate for retention in the file, the University shall so inform the employee; in this event the employee shall have the right to submit a written statement noting their objections to the material in question, and the Chief Human Resources Officer or their designee shall attach the employee'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 employee's objections to the material.

17.5: An employee shall be given by campus email a copy of any document which is to be placed in their personnel file but which does not include as part of its normal distribution a copy to the individual, or which does not originate with the individual.

17.6: Materials related to disciplinary action shall be removed from the individual's personnel file upon their written request, providing thirty-six (36) months have transpired since the insertion of the material into the employee's file without intervening occurrences of disciplinary action. Material removed under the provisions of this section will not subsequently be used in any disciplinary or termination hearings.

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

ARTICLE 18 **VACATION**

18.1: Each member of the bargaining unit will earn annual vacation leave according to their number of years of service with the University. Furthermore, total service for purposes of calculating vacation hereunder will also include active duty in the U.S. Armed Forces as well as their total Reserve Duty and National Guard Units as delineated on the employee(s) Department of Defense (DD) 214 or Certificate of Release or Discharge from Active Duty, rounded to the

nearest full year. If less than six months of service as noted above, they will be credited with the actual amount of service.

However, any bargaining unit member who had been earning vacation leave prior to July 1, 2012 according to their 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. Vacation accrual shall be credited as follows:

YEARS OF SERVICE	ANNUAL ACCRUAL	PER PAY
Less than 1	None	0
1 but less than 7	10 days	3.1
7 but less than 13	15 days	4.6
13 but less than 22	20 days	6.2
22 but less than 25	25 days	7.7
25 or more	30 days*	9.2

* Applies only to bargaining unit members who accrued vacation at this annual rate on or before June 30, 2018.

An employee must be in active pay status at least eighty (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 two (2) years of service. Vacation in excess of this maximum is eliminated from the employee's vacation leave balance.

18.2: Short Notice Vacation Selection: An employee may request to use vacation time that has not been selected during the annual selection period. Such selections shall be made and granted on first requested, first granted basis. Unless there are exigent circumstances (to be determined by the Chief and/or the Lieutenants) employee must give fourteen (14) days' notice for short-term vacation requests, and the Employer will return requests fourteen (14) days after the date when the request has been submitted. However, nothing shall prohibit the granting of requests not made in 14 days by the Employer if scheduling/staffing is adequate.

18.3: 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 their return. If a member of their immediate family dies while a bargaining unit member is on vacation and if the bargaining unit member attends the funeral, up to four (4) days of vacation may be converted to bereavement leave in accordance with Article 19 H by providing the University with documentation of the death in the family.

18.4: The parties agree that the University retains the right to reschedule vacations in the event of serious and unanticipated problems. Should rescheduling of a vacation be necessary, the employee shall be so informed by the principal administrative officer before doing so and an effort will be made to make alternative arrangements to permit the bargaining unit member to take the vacation as scheduled.

18.5: An employee may be paid in advance of the regular payday for an approved scheduled vacation, providing the employee submits a request in writing on a University provided form a

minimum of fifteen days prior to the effective date of the vacation. Advance vacation pay is only available to an employee 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 employee at the Payroll Office at the end of the employee's last working day prior to going on vacation. The advance vacation pay will be deducted from the subsequent paycheck(s) on which the employee would have received pay for the vacation period if the employee had not chosen advance vacation pay.

18.6: The Chief or their designee shall specify in writing those times in the year, if any, where it is not desirable from an operational standpoint for staff to take vacation. There will be two separate vacation deadlines for annual vacation bidding. The first shall be November 15. This period will be used to sign up for full-week increments of vacation. The second will be November 30. This will be used to sign up for other increments of vacation not to exceed ten (10) increments of vacation in any year. Prior to scheduling any vacation, the employee shall have the vacation time available in their vacation balance. Once vacation has been approved, it shall be the obligation of the employee to take the vacation. The system shall provide that the employee with the greatest seniority in the classification shall have first choice of vacation time; the employee with the second greatest classification seniority shall have second choice, etc. The University will make a good faith effort to grant vacation requests for bargaining unit members who do not sign up prior to the two vacation periods listed above or who subsequently desire to change their scheduled vacation. Vacation schedules may subsequently be changed when mutually agreed to by the employee and the department head. Vacation requests submitted during the annual bid period will either be granted or denied and returned no later than January 31. All other vacation requests will be subject to Section 18.2 of this agreement.

18.7: Once a department vacation schedule has been developed for the office, the schedule will be posted in the department.

18.8: Requests for Leave Procedures: If a leave request is submitted and there is adequate staffing for that shift at the time the leave request is submitted the leave request will be approved and the bargaining unit member who requested the leave will be notified/leave request returned within seven days. If the request is for vacation leave made during annual vacation bidding periods, the leave will be granted by seniority. Any other requests for leaves regardless of type will be granted on a first requested, first granted basis.

If there is not adequate staffing at the time the leave request is submitted on a shift that a bargaining unit member is requesting leave, the leave will not be approved until the shift is adequately staffed.

If at any time after a leave request is submitted staffing becomes adequate, then the leave would be granted and the bargaining unit member who requested the leave will be notified and have the leave request returned within seven (7) days.

ARTICLE 19 LEAVES

SUB ARTICLE 19 A DEFINITIONS AND GENERAL REQUIREMENTS

For purposes of Sub Article 19 B, Sub Article 19 C, Sub Article 19 D, Section 19 E.1, Section 19 E.2, Section 19 F.1, Sub Article 19 G and Sub Article 19 H, the following definitions shall apply:

- A. Child:** biological, adopted, foster, stepchild, ward, or child of person standing in loco parentis until the end of the month where said child turns 26 or older if incapable of self-care due to disability.
- B. Eligible bargaining unit member:** a bargaining unit member with at least one year of service who has worked at least 1,250 hours in the previous twelve (12) months.
- C. 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, legal guardian.
- D. Parent:** biological father or mother, adoptive parents, step parents or foster parents, or person in loco parentis when employee was a child.
- E. 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 health care provider.
- F. 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.

Upon the request of the University, an employee on an approved leave under Sub-Articles 19 C, 19 D, 19 G, 19 I and any administrative leave, paid or unpaid, must turn in all badges, weapons, radio, keys and other University property for the duration of the leave.

SUB ARTICLE 19 B

SICK LEAVE

19 B.1: 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 an employee is absent for three (3) consecutive work days or more for one of the above reasons they shall be required to provide certification from a physician that the employee was under the care of a physician and is fit to return to duty. Sick leave is also authorized for an illness in the employee's immediate family when the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member; a physicians' certification of the illness of the family member may be required if professional medical attention is required. Such certification shall be required if the bargaining unit member is absent for more than three (3) consecutive workdays. Such certification shall be submitted to the Chief Human Resources Officer or their designee.

19 B.2: Retroactive to the first full pay period after the effective date of this Agreement, each member of the bargaining unit will earn sick leave at the rate of four and six tenths (4.6) hours for each eighty (80) hours of service. Sick leave is cumulative without limit.

19 B.3: Sick leave may be used during any period of time when an employee is on their regularly scheduled forty (40) hour weekly work shift. Employees shall 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 shall be reported also on the employee's bi-weekly time record. Failure to report sick leave may result in disapproval of the sick leave.

19 B.4: When an employee learns that they must use sick leave, the employee shall promptly notify the supervisor on duty, indicating the need for and probable duration of the sick leave as early as possible but no later than two (2) hours before the employee is scheduled to begin work. The employee must similarly report off each successive day of absence unless the employee has specified a specific period of absence or has provided documentation which establishes the need for an extended absence and specifies an estimated date for return to work.

19 B.5: When an employee uses sick leave to visit a doctor, dentist or other medical provider, they shall provide written verification of the visit. The employee shall, whenever possible, inform the department head one (1) week in advance of such scheduled appointments of the employee and of immediate family members when the employee's presence at the appointment is reasonably necessary.

19 B.6: To the extent permitted by law, where the University reasonably believes an employee is abusing sick leave and the University notifies the bargaining unit member of such belief, they may be required to furnish a certificate from a licensed physician for any subsequent absences. Any bargaining unit member abusing sick leave and/or showing a pattern of abuse shall be subject to disciplinary action in accordance with Article 20.

1. Disciplinary action, including removal, may be taken by the University against any employee who falsifies documents relating to the application for sick leave. Such action may also be taken against any employee 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 their designee may reasonably suspect pattern abuse. If it is suspected, the Chief Human Resources Officer or their 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.

19 B.7: To the extent consistent with, or permitted by, federal or state law, an employee 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 employee's personal physician that they are able to perform the assigned duties of their position prior to their return to duty. An employee must give the University not less than three (3) days' notice of their

availability to return to work following an extended absence unless a shorter period is mutually agreeable.

19 B.8: To the extent consistent with, or permitted by, federal or state law, the University may require an employee who is not otherwise taking leave covered by the FMLA to undergo an examination, conducted by a licensed physician or licensed psychologist designated by the University, to determine the employee's physical or mental capabilities to continue to perform the duties of the position which the employee holds. The University shall pay the cost of such examination. If the employee's personal physician or psychologist differs from the University's designated physician or psychologist, the opinion of the employee's personal physician or psychologist shall be given due professional consideration.

19 B.9: The University and the F.O.P. agree to the general principle that sick leave is provided to protect the income of the employee who suffers an occasional and prolonged illness or injury. The parties agree further that each employee should make a reasonable effort to build and maintain as large a sick leave balance as possible, as a form of income protection during situations involving major health problems.

19 B.10: An employee who transfers from this department to another department of the University shall be allowed to transfer their accumulated sick leave to the new department.

19 B.11: 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 their appointment by the University, may transfer to the University up to 260 hours of accrued but unused sick leave upon certification of sick leave balance by their former employer.

19 B.12: Sick Leave Bonus: The University desires an incentive for employees not to abuse sick leave. Therefore, for each quarter of the year in which an employee does not use their sick leave, they will be entitled to a bonus of four (4) hours pay at their regular hourly rate of pay for each year of this agreement:

ABSENCE ON SICK LEAVE

January through March	4 hours
April through June	4 hours
July through September	4 hours
October through December	4 hours

If an employee has not met the above goals due to FMLA leave, then payment of the incentive will be denied.

Employees shall maintain a minimum balance of forty (40) hours of accrued sick leave. Newly appointed members of the bargaining unit shall have eighteen months from the date of hire to accrue this forty (40) hour limit. Any employee without such accumulation shall be required to submit a signed medical practitioner's statement in order to receive sick leave payment.

SUB ARTICLE 19 C

LEAVE WITHOUT PAY

With the approval of the Chief Human Resources Officer or designee, an eligible 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. Leave requests for leave without pay shall 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 Sub Article 19 C and Sub Article 19 D.

- A. Personal:** A bargaining unit member may request leave without pay for personal reasons for any period up to six (6) months.
- B. Educational:** A bargaining unit member who wishes to pursue formal education, training, or specialized experience which is related to their position in the YSU Police Department may be granted leave without pay for a period of up to two (2) years when the University concurs that the proposed leave activities will benefit the University as well as the employee. An employee on leave of this type may be returned to active pay status earlier than originally scheduled if the return is mutually acceptable to the University and the employee. The University may cancel the leave and direct the employee to return to active pay status if it is learned that the leave is not being used for the purpose for which it was granted: in this case the employee will be so notified in writing. A bargaining unit member taking educational leave without pay may maintain their insurance coverage by paying the group rate to the University.
- C. Employee Medical:** A bargaining unit member whose absence due to a serious illness or injury exceeds their accrued sick leave and they are not eligible to receive FMLA leave may be granted employee medical leave without pay for up to twelve (12) weeks less any accrued sick, vacation or personal leave used, unless otherwise required by law. The University may require medical certification and/or a second or third opinion 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, they shall provide to the Chief Human Resources Officer, or their 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 which indicates that the bargaining unit member is expected to be able to substantially and materially perform their duties by a specified date that is no later than one (1) year from the last day on the job, a request for an extension of medical leave without pay will be considered. A bargaining unit member taking employee medical leave without pay may maintain their insurance coverage by paying the group rate to the University.
- D. Worker's Compensation:** A bargaining unit member who suffers a work-related injury or occupational illness covered by workers' compensation that requires absence from work must use paid sick leave until the employee receives temporary total or permanent total

disability workers' compensation benefits. In accordance with University policy, an eligible bargaining unit member who receives temporary or permanent total disability compensation benefits 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 Section 19 C. Employee Medical. Bargaining unit members governed by this section shall receive all of the fringe benefits granted to those not on leave, 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. A bargaining unit member while on leave without pay for a Worker's Compensation claim may request a payout for all or a portion of their accumulated compensatory time. Requests for payout of compensatory time will be approved. A bargaining unit member who receives sick leave benefits during the period preceding the receipt of temporary or permanent total disability benefits must reimburse the University for any paid time off that also is covered by temporary or permanent total disability benefits.

SUB ARTICLE 19 D

MATERNITY, PARENTAL AND CHILD CARE LEAVE

Maternity Leave: With the approval of the Chief Human Resources Officer, an eligible bargaining unit member may be granted leave with pay for maternity leave. Maternity Leave will run concurrently with FMLA. Leave requests for Maternity Leave shall be submitted on a form provided by the University a minimum of one (1) month prior to the requested effective date of Maternity Leave, or at the earliest feasible time, and accompanied by a certificate/note from the attending physician. Serious consideration will be given to all requests. A bargaining unit member's seniority shall continue to accrue during Maternity Leave.

Maternity Leave will consist of a period of paid leave for up to six (6) workweeks or two hundred forty (240) hours following the birth or adoption of a child. This paid leave program is available to birth mothers for recovery from childbirth and to care for and bond with a newborn child. Maternity Leave is to be used in one (1) consecutive block and not intermittently.

Parental Leave: With the approval of the Chief Human Resources Officer, an eligible bargaining unit member may be granted leave with pay for parental leave. This benefit runs concurrently with FMLA, and consecutively after Maternity Leave. Leave requests for leave with pay shall be submitted on a form provided by the University a minimum of one (1) month prior to the requested effective date of Parental Leave, or at the earliest feasible time, and accompanied by a certificate/note from the attending physician. Serious consideration will be given to all requests. A bargaining unit member's seniority shall continue to accrue during Parental Leave.

Parental Leave will consist of a period of paid leave for up to three (3) workweeks or one hundred twenty (120) hours of paid leave for a biological father, or adoptive parent to care for and bond with a newborn or newly adopted child. Parental Leave is to be used in one (1) consecutive block and not intermittently.

Adoption Expense Payment: Adoption Expense Payment means the payment of two thousand dollars (\$2,000.00) in taxable income (i.e., subject to regular payroll deductions) for adoption

expenses. Such payment may be requested upon approval of the adoption. If an employee elects to receive the Adoption Expense Payment they will not receive Maternity and Parental Leave.

Child Care Leave:

1. Biological Mother - Once a bargaining unit member is certified by her physician to be medically capable of performing her regular duties, she will be entitled to leave without pay for a period not to exceed six (6) months for the purpose of child care. Child Care Leave is to be used in one (1) consecutive block and not intermittently. Any Maternity or Parental Leave taken will be deducted from the six (6) month time period. Child Care Leave will run consecutively after Parental Leave. Additionally, any available FMLA will run concurrently with Child Care Leave.
2. Biological Father - A male bargaining unit member, upon the birth of his child, is entitled to leave without pay for a period not to exceed six (6) months for the purpose of child care. Child Care Leave is to be used in one (1) consecutive block and not intermittently. Any Maternity or Parental Leave taken will be deducted from the six (6) month time period. Child Care Leave will run consecutively after Parental Leave. Additionally, any available FMLA will run concurrently with Child Care Leave.
3. Adoptive Parents - A bargaining unit member is entitled, upon the adoption of a child, to leave without pay for a period not to exceed six (6) months for the purpose of child care. Child Care Leave is to be used in one (1) consecutive block and not intermittently. Any Maternity or Parental Leave taken will be deducted from the six (6) month time period. Child Care Leave will run consecutively after Parental Leave. Additionally, any available FMLA will run concurrently with Child Care Leave.
4. Application for Child Care Leave shall be in writing to the Chief Human Resources Officer or their designee not later than thirty (30) days prior to the effective date for such leave, and such request shall state the anticipated duration of the leave. In the case of an application for Child Care Leave by an adoptive parent, this thirty (30) day requirement shall be waived. In the case of child care leave related to pregnancy, the request shall be accompanied by a statement from the attending physician giving the expected date of delivery. In such cases where the expected delivery changes or complications arise, the thirty (30) day requirement will be waived.
5. During the period of Child Care Leave, the bargaining unit member will be deemed to be relieved temporarily of their duties.
6. A bargaining unit member taking employee Child Care Leave without pay may maintain their insurance coverage by paying the group rate to the University.

Maternity, Parental and Child Care Leave Procedures:

1. Maternity and Parental Leave shall be used prior to using sick or vacation leave which may be used to extend the period of paid leave. Sick or vacation leave will run concurrently with any available FMLA, or Child Care Leave.

2. Only one Maternity and/or Parental Leave benefit is available per employee, per birth or adoption event. The number of children born or adopted during the same event does not increase the length of the paid leave, i.e., multiple births.
3. This paid leave benefit is based upon 100% FTE and is prorated in accordance with the employee's percentage of FTE status.
4. This policy applies only to employees who have completed at least one (1) year of service prior to the date that Maternity or Parental Leave is to commence. Employees who attain one (1) year of service while on leave for the purpose of a birth or adoption of a child will be eligible for a pro-rated portion of the Maternity and/or Parental Leave.
5. Employees on Maternity or Parental Leave continue to receive all employer-paid benefits and continue to accrue all other forms of paid leave. However, employees on Maternity or Parental Leave are ineligible to receive overtime pay, nor may these paid leaves be used in calculating overtime pay.
6. Employees on Maternity or Parental Leave are ineligible to receive holiday pay. A holiday occurring during the leave period shall be counted as one day of Maternity or Parental Leave and be paid as such.

SUB ARTICLE 19 E

OTHER LEAVES

19 E.1: Training Leave: A bargaining unit member who is directed by the University to engage in specified training or education as a condition of continued employment shall be maintained in a regular pay status for the period of such actual training.

19 E.2: Legal Leave: Bargaining unit members shall be granted court or jury duty with pay when subpoenaed for any court or jury duty by the United States, State of Ohio, or a political subdivision including hearings held by Worker's Compensation, Unemployment Compensation and the State Personnel Board of Review, unless such duty is performed outside of the bargaining unit member's normal working hours. Evidence in the form of subpoena or other written notification shall be presented to the bargaining unit member's immediate supervisor as far in advance as possible. Bargaining unit members may retain any money received as compensation or expense reimbursement for jury duty or court attendance compelled by subpoena. However, no bargaining unit member will be paid when appearing in court for criminal or civil cases when the case is being heard in connection with the bargaining unit member's personal matters, such as traffic court, divorce proceedings, custody appearance(s) as directed with a juvenile, etc. These absences shall be leave without pay or vacation.

19 E.3: Military Leave: 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.

19 E.4: 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. Sick, vacation and personal leave must be exhausted before taking an unpaid FMLA leave. The University shall administer FMLA leave in accordance with law.

SUB ARTICLE 19 F

PERSONAL LEAVE

19 F.1

- A.** Each fiscal year bargaining unit members may convert up to four (4) days of accrued but unused sick leave per fiscal year to personal leave. Personal leave may be used at the employee's discretion, subject to the University's operational needs. Personal leave must be taken in a minimum increment of four (4) hours. The procedures for requesting of short-notice vacation in Article 18.8 will also be applied to requests for use of personal leave. Personal leave shall not be scheduled for those days or weeks for which vacation time is not permitted.
- B.** At the University's discretion, the use of personal time for family emergency, unforeseen family obligations, or similar emergency situations may be requested with notice of less than seven (7) days and such requests shall not unreasonably be denied.

SUB ARTICLE 19 G

DISABILITY SEPARATION AND DISABILITY RETIREMENT

19 G.1: Disability Separation: The University may require an employee to undergo an examination, conducted by a licensed physician or licensed psychologist designated by the University, to determine the employee's physical or mental capabilities to continue to perform the duties of the position which the employee holds. The University shall pay the cost of such examination. If the employee's personal physician or psychologist differs from the University's designated physician or psychologist, the opinion of the employee's personal or physician or psychologist shall be given due professional consideration. If after review of the opinion of the employee's personal physician or psychologist, the University has substantial credible medical evidence that the employee is incapable of performing the essential job duties of the employee's position, the employee may be disability separated in accordance with the provisions of the Ohio Revised and Administrative Codes.

19 G.2: Disability Retirement: A bargaining unit member who is eligible may apply for disability retirement in accordance with the provisions of the Ohio Public Employees Retirement System.

SUB ARTICLE 19 H

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 their immediate family as defined in the definition section of this Article. Bereavement leave will also be granted in the case of a stillbirth condition. Bereavement leave shall be taken to attend to any immediate post-death matter and/or to prepare for or attend a funeral unless otherwise approved for good cause shown.

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.

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

SUB ARTICLE 19 I

INJURED ON DUTY LEAVE

A. An employee who is injured at work must apply for Workers' Compensation coverage, and will exercise Injured-on-Duty (IOD) rights as set forth below. If an employee is off work for eight (8) or more days because of an injury immediately following the incident that caused the injury, the employee shall receive IOD leave from the date of injury. The employee shall be paid for all days immediately following the date of injury up to ninety (90) consecutive days until temporary total disability benefits are received. The 90-day calendar timeframe may be extended per the sole discretion of the University upon request from the employee. There shall be no loss of benefit provided by the University during the leave, except that the employee shall reimburse the University for all IOD leave benefits for the same time period covered by the temporary total disability benefits. The University will notify the Union of the placement of any bargaining unit member on IOD leave. An employee who is eligible to receive IOD leave under this Sub-Article shall be entitled to use IOD leave following the time period covered by temporary total disability benefits for ongoing medical care related to the injury covered by IOD leave.

B. To be eligible for IOD benefits, the employee, when injured, must:

- a. Submit a signed incident report detailing the nature of the injury, the date of occurrence, the identity of all witnesses and persons involved, the facts surrounding the injury, and any other information supporting granting of IOD leave;
- b. Suffer an injury allowed by the Ohio Bureau of Workers' Compensation;
- c. Furnish the University with a signed medical authorization for the claimed injury for the release of medical records;
- d. Suffer lost time from employment for a period of eight (8) or more consecutive days immediately following the injury and be eligible to receive temporary total disability benefits from the Ohio Bureau of Workers' Compensation;

e. Assist the University in obtaining medical certification from the employee's physician of record specifying the extent of injury, the recommended treatment, the employee's inability to return to work because of the injury, and an estimated date of return; and

f. Have an injury that is a direct result of:

- an automobile accident occurring during the course of duties;
- a fight, effecting an arrest or controlling a domestic violence situation, or during a SWAT team call-out for any critical incident;
- the use of a firearm, knife, chemical agent, impact weapon, or other dangerous weapon;
- an injury which is the result of being struck by a vehicle while directing traffic or investigating a traffic violation or traffic accident;
- an injury which occurs during high-risk training;
- an injury that occurs during a pursuit while on a Police Bicycle; or
- any other injury determined by the University to be the result of hazardous-force circumstances.

C. The University reserves the right to review the employee's status every thirty (30) days and require the employee to have an independent medical examination by a physician selected and paid for by the University at any time during the leave.

D. Leave may be paid at the employee's current hourly rate at the time of injury for a period not to exceed ninety (90) consecutive calendar days immediately following the date of injury.

E. If, for any reason, the employee's Workers' Compensation claim is denied or disallowed, or the employee's Workers' Compensation claim is approved but temporary total disability benefits are denied, said leave shall cease, and the employee will be required to reimburse the University for any amounts paid through this Article. The termination of leave benefits shall take effect immediately upon the issuance of any adverse workers' compensation decision and shall not be reinstated unless that decision is overturned on appeal. Reimbursement may be through a voluntary surrender of an employee's accrued but unused personal, sick or vacation time. Human Resources on a case-by-case basis will determine the rate and method of reimbursement.

F. If the employee is unable to return to work or unwilling to return to work, the University will begin proceedings for an Involuntary Disability Separation pursuant to Articles 23.2 or 19.G.1 of this Agreement.

G. Subsection (A) shall not preclude any other remedies the employee may have through Workers' Compensation laws or against a third party directly. However, an employee shall not be eligible to collect simultaneously the temporary total disability benefits under Workers' Compensation and the benefits defined under this Section, and the employee shall assign to the University that portion of their cause of action against any third party or parties responsible for the disability in the amount of the payments made by the University pursuant to this Section.

SUB ARTICLE 19 J

LEAVE DONATION PROGRAM

Bargaining unit members may donate sick leave to a fellow bargaining unit member who is otherwise eligible to accrue and use sick leave and is employed by the Youngstown State University Police Department. The intent of the Leave Donation Program is to allow employees, on a voluntarily basis, to provide assistance to their co-workers who are in need of leave due to an illness, injury or other condition covered by the Family Medical Leave Act.

A. A bargaining unit member may receive donated sick leave, up to the number of hours the bargaining unit member is scheduled to work each pay period, if the bargaining unit member who is to receive donated leave meets the following criteria:

1. Has a serious illness, injury, or other condition covered by the Family Medical Leave Act (a “serious illness, injury, or other condition” means an absence of three (3) consecutive days or more) and documented by Family Medical Leave Act paperwork;
2. Has no accrued time (compensatory, personal, vacation, and sick);
3. Has successfully completed their probationary period;
4. Has made the request for Leave Donation prior to their return from sick leave.

If the University does not approve the request, the specific factors for denial shall be indicated to the requesting employee. If approved, the University will then post a notice to the bargaining unit members, with a copy to the Ohio Labor Council Representative that a request for donation has been requested and approved.

B. Bargaining unit members may donate leave if the bargaining unit member donating meets the following criteria:

1. Voluntarily elects to donate leave and does so with the understanding that donated leave will be returned if not used;
2. Donates a minimum of eight (8) hours; and
3. Retains at least one hundred twenty (120) hours of sick time.

C. Bargaining unit employees who wish to donate sick leave shall certify:

1. The name of the bargaining unit employee for whom the donated leave is intended; and
2. The number of hours to be donated; and
3. That the bargaining unit member will have a minimum sick leave balance of at least one hundred twenty (120) hours; and

4. That the leave is donated voluntarily and the bargaining unit member understands that the donated leave will be returned if not used.

D. The Leave Donation Program shall be administered by the University. Bargaining unit members using donated leave shall be considered on active pay status but shall not accrue sick or vacation leave while using donated leave. Donated leave shall be considered sick leave, but shall not be converted into a cash benefit. In order to ensure that the bargaining unit member receives pay for the appropriate pay period, the bargaining unit member or their Union representative must notify the University of the qualifying absence prior to the deadline for submission of payroll for the applicable pay period.

E. Bargaining unit members requesting leave donation shall estimate how much leave will be needed. In response, bargaining unit members donating leave shall coordinate how much leave they intend to donate. Subject to the minimum donation requirement stated in Subsection (B) (2) above, the aggregate amount of donated leave shall not exceed the amount needed.

F. To the extent it is possible, an equal amount of leave donated shall be taken from each bargaining unit member who has donated leave. In the event the bargaining unit member requesting leave does not use the estimated amount of leave needed, the remaining donated leave will be returned to the bargaining unit members who donated the leave.

G. No bargaining unit members shall be compelled to donate leave.

H. The Chief Human Resources Officer may, with the signed permission of the bargaining unit member who is in need of leave, inform bargaining unit members of the co-worker's critical need for leave. This notice shall not include the specific medical condition for which the bargaining unit member needs the donation. The University shall not directly solicit leave donations from bargaining unit members.

ARTICLE 20 **EMPLOYEE DISCIPLINE AND EMPLOYEE RIGHTS**

20.1: A member of the bargaining unit may be disciplined, demoted, suspended, or removed for just cause, which shall include but not be limited to incompetency, inefficiency, unsatisfactory performance, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of any University policy or work rule, excessive unwarranted absenteeism, or any other act of misfeasance, malfeasance, or nonfeasance in office, or conviction of a felony.

Article 20 shall not apply to separation from employment due to an inability to return from a leave of absence, inability to perform the essential duties of a position, or loss of licensure or other certification required to perform a position.

20.2: Corrective action is normally progressive in nature; that is, repetitions of causes for disciplinary action should lead to progressive responses of reprimand, suspension, and removal. It is expected that most cases will be disposed of by an informal verbal warning and/or attendance

counseling without formal disciplinary action; such verbal warning or counseling may be documented, but shall not be recorded in the employee's official personnel file unless connected to subsequent progressive discipline. The supervisor will follow-up with an email to the employee documenting that a verbal warning was issued. Prior to the issuance of a written reprimand, a meeting will be held between the employee and the employee's supervisor, which may include a University and Union representative. However, the seriousness of certain offenses justifies severe initial disciplinary action, including removal. Disciplinary actions shall be reduced in writing within a reasonable period of time, with copies provided to the employee and to the employee's official personnel file.

20.3: An employee who is suspended, reduced or removed shall receive written notification from the Chief Human Resources Officer or their designee stating the reason for the disciplinary action. Prior to the issuance of any suspension (except situations pending drug testing results as described in Section 20.4), reduction, or removal, the Chief Human Resources Officer or their designee will schedule a pre-disciplinary hearing to discuss the reasons for the proposed disciplinary action, and to give the employee an opportunity to offer an explanation of the alleged misconduct. The process of the pre-disciplinary hearing and notification of discipline, if any, will be completed within sixty (60) days from the day the employee is served the notice of hearing. This sixty (60) day period may be waived mutually by the University and the employee.

The employee may present testimony, witnesses, and/or documents on their behalf. The employee shall provide a list of witnesses and the name and occupation of their representative to the Chief Human Resources Officer or their designee as far in advance as possible, but no later than forty-eight (48) hours prior to the pre-disciplinary hearing. It is the employee's responsibility to notify their witnesses of the scheduled hearing. The employee and/or their representative will be permitted to ask questions of and cross-examine any witnesses. The employee shall have the choice of whether they wish to appear at the hearing and present oral and/or written statements, whether or not they wish to have a Union representative present and/or whether or not to have the Union representative present oral or written statements. Further, the employee may choose to waive in writing their right to have such a pre-disciplinary hearing. After the pre-disciplinary hearing, the Chief Human Resources Officer, or their designee, shall deliver to a suspended, reduced, or removed bargaining unit member written notification stating the reasons for the suspension, reduction or removal. The parties agree that orders of suspension, reduction or removal shall be treated as confidential personnel matters between the University and the employee unless the employee wishes to consult the Union in the matter, in which case it shall be the sole responsibility of the employee involved to communicate with the Union.

20.4: Drug and Alcohol Testing Program:

- A. The University and the F.O.P. have a mutual interest in promoting the treatment and rehabilitation of employees involved in the improper use of drugs or the abuse of alcohol. A drug and alcohol testing program serves to promote the parties' interest in a drug-free workplace. All bargaining unit members must abide by University Policy 3356-7-20, Drug-Free Environment.
- B. A member of the bargaining unit may be required to submit to a test to determine the improper use of drugs or to determine that the employee is under the influence of alcohol

while on duty. The test will be conducted by a medical facility or drug/alcohol testing site, or will be conducted on campus.

- C. Requiring an employee to submit to such a test must be based on a reasonable suspicion that the employee has been using any drug, narcotic or alcohol and that this use may present a risk to their safety or that of fellow employees or the public. Reasonable suspicion standards and testing procedures shall be based on University Policy 3356-7-20, effected December 1, 2016. The University also has the right to randomly test bargaining unit employees. Drug and alcohol screening/testing shall be conducted for administrative purposes and the results shall not be used in any criminal proceedings.
- D. A supervisor who orders a drug test when there is a reasonable suspicion of the use of any drug, narcotic or alcohol shall forward a report containing the facts and circumstances directly to the Chief of the YSU Police. The employee shall be verbally advised of the reasonable suspicion at the time of the test and receive a written statement of the same reasonable suspicion within twenty-four (24) hours of the test.
- E. Test results reporting a presence of alcohol, illegal drugs, or narcotics, or the use of prescription drugs without a prescription, or the abuse of any over-the-counter drugs will be submitted to the Chief of the YSU Police for further action. Abuse of prescribed medication shall be treated the same as non-prescribed use.
- F. All drug testing shall be conducted by laboratories certified by the State of Ohio or the federal government. All alcohol breath tests shall be administered by a trained breath alcohol technician. The procedure utilized by the drug testing lab shall include a chain of custody and control and split sample collection and testing.
- G. All specimens identified as positive on the initial drug test (screen) shall be confirmed through the use of the gas chromatography/mass spectrometry method of detection, or any other method that is professionally recognized as being as or more accurate than the gas chromatography/mass spectrometry method of detection. In the event the initial and confirmatory test results are positive, the employee is entitled to have the split sample tested in the same manner prescribed above at the employee's expense. This test will be given the same evidentiary value as the two (2) previous tests. If at any point the results of the drug or alcohol testing procedures conducted by the University are negative, all further testing and administrative actions related to drug/alcohol testing shall be discontinued.
- H. An employee who is required to submit to a reasonable suspicion drug or alcohol test will be suspended pending receipt of the test results or may be assigned duties that will not pose a threat to the employee or any other person until the results of the test are known. If the test results indicate that they were not under the influence of alcohol or improper use of drugs, the employee shall be paid for the time they were suspended, and no record of the suspension will be maintained in the employee's personnel file. However, if an incident (e.g., car accident) is linked to the reasonable suspicion resulting in the testing, a record of the incident shall be placed in the employee's personnel file. An employee who has a confirmed, positive drug or alcohol test (reasonable suspicion, random or follow-up) will be subject to disciplinary action. If the employee agrees to enter and successfully complete a rehabilitation program, the disciplinary action will not exceed thirty (30) calendar days

for the first offense. Thereafter, for a period of two (2) years, the employee will be subject to periodic follow-up drug testing as well as the reasonable suspicion and random testing defined above.

- I. The random testing pool shall be made up of bargaining unit employees. Random testing may be conducted up to four (4) times in a calendar year and may include up to 30% of the pool.

20.5: If a bargaining unit member is to be questioned orally concerning possible disciplinary action by the Chief of the YSU Police or another University administrator, the employee shall be advised in advance of the general nature and reason for the questioning and that they have the right to be accompanied by a representative(s) of their choice, who may be an F.O.P. representative. The F.O.P. representative has the right to assist and counsel the employee during the meeting but may not interfere with the orderly process of the that meeting. Such meetings will be scheduled immediately before or after the employee's work shift, or during the employee's work shift, to the extent such scheduling is feasible. The employee will be in active pay status during such meetings.

20.6: A bargaining unit member who is involved in a departmental investigation may be required to submit to a polygraph examination. Relevant questions asked in a polygraph must be narrow and specific in scope dealing only with the matter being investigated. When a bargaining unit member is required to submit to a polygraph, the information developed from the results may only be used for administrative purposes and shall not be used for any subsequent criminal proceedings. A bargaining unit member may not refuse to submit to a polygraph examination under the circumstances listed above. If the request for the polygraph results from an accusation made by another bargaining unit member(s), the bargaining unit member required to take the polygraph may request that their accuser(s) also submit to a polygraph examination. Such requests will be granted. Polygraph examinations may not be given by employees of the YSU Police Department, the Vice President for Legal Affairs and Human Resources or any members of the Human Resources Department.

Employees under non-criminal investigation or use of force investigations shall be informed of the nature of that investigation and provided a copy of the written complaint, if one exists, within seven (7) calendar days of when the complaint is received or the determination that an investigation will be necessary, whichever event is later. Where known, employees shall be informed of all details of the investigation which are necessary to reasonably apprise the employee of the factual background of the complaint. Should the investigation include the review of video or audio recordings, the employee and his representative will be allowed to review the recordings that the Employer has obtained or is aware of after obtaining a formal written statement or report from the Employee. If during the course of the investigation additional recordings are acquired, they will be provided to the employee and such statement may be amended following the review of the recordings.

If the Employer questions an employee during a criminal investigation of one of its employees, it shall advise the employee of the criminal nature of the investigation and whether the employee is a suspect or a witness before interviewing the employee.

20.7: Suspensions and removals of non-probationary employees shall be subject to the provisions of Article 6 ("Grievance Procedure"). If a suspension, reduction, or removal is

subsequently grieved, the Step 3 hearing will be optional; however, a Step 3 disposition will be issued in a timely manner. All written reprimands shall be subject to the Grievance Procedure in Article 6, but may not be advanced beyond Step 3.

20.8: If agreeable to the University, a member of the bargaining unit who is suspended shall have the option of serving the suspension or having the hours of suspension deducted from their accumulated total of vacation or compensatory hours. The University also has the option of having a bargaining unit member's hours of suspension deducted from the member's accumulated vacation and/or compensatory hours in lieu of the actual suspension.

20.10: The refusal of a bargaining unit member to answer questions in connection with a matter involving employee discipline shall not be cause for disciplinary action against the bargaining unit member unless they have been so advised of the fact.

ARTICLE 21 **UNIFORMS AND EQUIPMENT**

21.1: Each member of the bargaining unit, who at the direction of the University goes armed on duty, shall be issued a standard semiautomatic duty weapon and ammunition at no cost to the bargaining unit member. Any other weapon an officer wishes to carry during a non-uniformed duty assignment must first be approved by the Chief of Police. The approved weapon will only be carried providing the officer has qualified with the weapon.

21.2: Each member of the bargaining unit who at the direction of the University wears a uniform while performing their duties shall receive an initial uniform allowance of seven hundred fifty dollars (\$750) at the time they are appointed or are directed by the University to wear a uniform while on duty. If an employee resigns or is separated from the University less than one year following their initial appointment, they shall reimburse the University on a prorated basis for the cash value of the initial uniform allowance. With the exception of University Dispatchers, each member of the bargaining unit who serves longer than one year and who is in work status (actively employed, on approved paid leave, or unpaid FMLA) more than fifty percent (50%) of the preceding fiscal year shall receive:

- (1) an annual uniform and maintenance allowance of one thousand two hundred dollars (\$1,300) which will be paid at the end of the first full pay period in the month of July 2021;
- 2) an annual uniform and maintenance allowance of one thousand two hundred fifty dollars (\$1,300) which will be paid at the end of the first full pay period in the month of July 2022; and
- 3) an annual uniform and maintenance allowance of one thousand three hundred dollars (\$1,300) which will be paid at the end of the first full pay period in the month of July 2023.

University Dispatchers will be paid an annual uniform and maintenance allowance in the manner described in the foregoing sentence but will receive eight hundred dollars (\$800) annually.

If a bargaining unit member is on a leave of absence (paid or unpaid) at the time the annual uniform and maintenance allowances are paid out, the bargaining unit member will receive a pro-rated

uniform and maintenance allowance based on their work status (actively employed, on approved paid leave, or unpaid FMLA) upon their return to work.

21.3: If the University changes the required uniform during the term of this Agreement, each member of the bargaining unit who is required to purchase the new uniform shall receive an additional initial uniform allowance of five hundred dollars (\$500).

21.4: Uniform patches shall be worn on both sleeves of the members' shirts, sweaters, jackets and coats.

21.5: Each member of the bargaining unit who at the direction of the University wears a uniform while performing their duties shall conform to all reasonable grooming and appearance standards established by the University.

21.6: Members of the bargaining unit are required to wear a bullet-proof vest that meets specifications established by the YSU Police Department. The University will purchase the vest. When currently provided vests are replaced, bargaining unit members may choose a vest other than the one specified by the YSU Police Department as long as it meets the specifications established by the department. The Chief of the YSU Police Department will be responsible for determining if alternate vests meet departmental specifications. The University will pay for the actual cost of an approved alternate vest up to the cost of the vest specified by the YSU Police Department. Any amount above the cost of the departmental vest will be paid by the bargaining unit member.

ARTICLE 22 **LAYOFF AND RECALL**

22.1: Whenever the University determines a reduction in the work force is necessary, the University shall determine the classification or classifications in which the layoff or layoffs will occur and the numbers of employees to be laid off within each classification.

22.2: Layoffs shall be based upon date of appointment in the classification beginning with the employees with the most recent date of full-time appointment in the classification in which the layoffs are occurring. Each employee's official personnel file in the office of Human Resources shall be the sole basis for determining their appointment dates.

22.3: If a bargaining unit member is to be laid off and the bargaining unit member previously served in a lower classification, the bargaining unit member may displace a fellow bargaining unit member in the lower classification if they have more bargaining unit seniority than the bargaining unit member to be displaced.

22.4: On the next pay day following an employee's effective date of layoff, they can be paid regular and overtime pay due, compensatory time due and accrued and unused vacation time.

22.5: The office of Human Resources shall notify each employee of their layoff and, if available, displacement rights, 14 days prior to the effective date of their layoff.

22.6: The office of Human Resources will prepare and have available for inspection a list of laid-off employees who are available for recall in each classification involving layoffs. The list will be arranged in descending order with the laid-off employee with the earliest date of full-time appointment beginning the list. Employees will be recalled in a descending order from the list beginning with the employee with the earliest date of full-time appointment. The list for each laid-off classification shall be active for 12 months.

22.7: The University will not hire new employees to perform bargaining unit duties while one or more employees who performed their duties previously are in active layoff status.

ARTICLE 23 **SEPARATION**

23.1: Resignations: Employees who resign shall sign and submit a resignation letter to the Chief Human Resources Officer or their designee at least two (2) weeks prior to the effective date of resignation. Employees will make a reasonable effort to provide the University an earlier notice of intent to resign whenever possible. A resignation letter, once submitted by the employee and accepted by the University, shall be irrevocable except by mutual agreement between the University and the employee.

23.2: Disability Separation: If, in the judgment of the employee's physician, or a physician designated by the University, a non-probationary employee is physically or mentally incapable of performing all the duties of their position, and they have exhausted all paid leave and all Family and Medical leave, the University shall consider reasonable accommodations and knowledge, skill, and abilities which may transfer to a vacant position first in the bargaining unit, or outside of the bargaining unit, and the applicable rules for application for disability under OPERS. Employees may be placed on a disability separation leave.

23.3: An employee on disability separation shall retain for (24) months the right to reinstatement to employment at the University in the classification they held at the time of separation, providing they are able to perform the duties of the position. If the individual is able to return to work and the University no longer has a position in the classification in which the individual served at the time of their separation, the University will reinstate the individual in a similar position, if one is available, in a classification for which the individual meets the established qualifications, and provided such reinstatement does not conflict with the provisions of any collective bargaining agreement entered into by the University.

23.4: Requests for reinstatement following disability separation shall be submitted in writing to the office of Human Resources no later than (24) months from the effective date of the disability separation. The University will arrange for its designated physician to examine the employee to determine if the employee is medically capable of performing all the duties of the employee's position. The cost of the examination shall be paid by the University. The University will consider any medical information provided by the employee's physician, provided the employee has taken any action required to release or provide such information.

23.5: A bargaining unit member who severs employment with the University for any reason shall be paid in full for all unused vacation time and compensatory time at the current hourly rate of

pay. The current hourly rate of pay shall include the educational increment (Article 4.5) but shall not include any shift differential.

23.6: In the event a Sergeant requests to be returned to the rank of Police Officer 2, such a request shall be granted by the University. Within 30 days of the request, the Sergeant shall be adjusted in pay and classification to a Police Officer 2. The member shall not lose any classification seniority for such voluntary reduction in rank. In other words, all of the time the employee spent as a full-time Sergeant before making the request to return to the Police Officer 2 classification will count toward their classification seniority as a Police Officer 2.

In the event the request is made during an ongoing shift cycle, the Sergeant shall not bid or bump any member until the next regularly scheduled shift bid rotation, then at such time the member shall bid as a Police Officer 2 with the appropriate classification seniority. Such mid-bid cycle procedure may be modified by the University to accommodate the reduction in rank and need for supervision and shift equalization (the University may allow the reduced member to move shifts prior to shift bidding).

ARTICLE 24 **RETIREMENT**

24.1: A bargaining unit member who retires shall 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 will be eligible to purchase a parking permit annually for the annual parking fee established by the University. Retirees, their spouses and dependent children until they reach the end of the academic year of age twenty-five (25) shall be eligible for remission of all instructional fees. (See Article 30). Effective Fall Semester 2022, retirees, employees, spouses and dependent children shall pay for twenty percent (20%) of the cost of online instruction provided by the University and offered in partnership with Academic Partnerships or any successor.

24.2: If a member of the bargaining unit dies, their unremarried spouse and dependent children until they reach the end of the academic year of age twenty-five (25) shall remain entitled to the benefits specified in Section 24.2 above.

24.3: Sick Leave Conversion: A bargaining unit member who retires with ten (10) or more years of full-time University service is entitled to conversion to cash payment of part of their accrued but unused sick leave.

The cash payment of accrued but unused sick leave shall be twenty-five percent (25%) of accrued but unused sick leave of the first nine hundred sixty (960) hours, for a maximum payment of two hundred forty (240) hours.

All accrued sick leave shall be eliminated from an employee's record upon sick leave conversion. Such payment shall be made only once to an individual. Sick leave conversion does not apply to separation or termination other than retirement. "Retirement" as used in this section refers to

retirement under the provisions of one (1) of the Ohio public retirement systems at the time of separation and requested sick leave conversion.

24.4: The University shall allow officers who retire to purchase the issued service weapon for \$1.00 upon retirement. "Retirement" as used in this section refers to retirement under the provisions of one (1) of the Ohio public retirement systems at the time of separation.

24.5: The University shall provide all retired officers with a retirement identification card and badge. Retired officers shall be entitled to obtain weapons qualification to comply with retired officer concealed carry legislation.

ARTICLE 25 **MISCELLANEOUS**

25.1: 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 Board of Trustees.

25.2: 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 employee for their personal use or for the personal use of their immediate families. Abuse of this privilege shall be grounds for suspension of the individual employee's privilege. Members of the bargaining unit shall be entitled to a fifty percent (50%) discount on University Theater and Athletic tickets, for the use of the bargaining unit member or their immediate families.

25.3: Members of the bargaining unit who obtain parking permits will have regular access to University parking lots, with the exception of the visitor's lots and specifically designated spaces. The parties agree to meet and confer over any requests made by the University for additional spaces and lots needed for visitors or special events.

25.4: Members of the bargaining unit who serve on any authorized University committee and must attend meetings of the committee outside their normal working hours will receive one and one-half times the actual hours of attendance added to their compensatory time balance.

25.5: Honor Guard: Honor Guard will be considered as bargaining unit members who wear the recognized Honor Guard uniform approved by the chief. If the Chief of the YSU Police Department authorizes the use of the department honor guard at any function, the officer will be compensated with a minimum of four (4) hours of compensatory time or time and one half whichever is greater.

25.6: 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 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 one hundred dollars (\$100) per person or two hundred dollars (\$200) per family. At the beginning of each semester, non-peak hours shall be defined and that information distributed to all employees.

ARTICLE 26 SEVERABILITY

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

26.2: 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 enabling litigation.

26.3: Nothing in this Agreement shall be construed to prohibit or restrict the right of the University or the F.O.P. to take action to comply with the Americans with Disabilities Act.

ARTICLE 27 NO STRIKE/NO LOCKOUT

27.1: The University and the F.O.P. agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the University and the F.O.P. to avoid work stoppages and strikes.

27.2: Neither the F.O.P. nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the University for the duration of this Agreement. The F.O.P. shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this Section, provided that the F.O.P. meets all of its obligations under this Article.

27.3: The F.O.P. shall, at all times, cooperate with the University in continuing operations in a normal manner 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 F.O.P. shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the University is in violation of this Agreement, unlawful and not sanctioned or approved of by the F.O.P. The F.O.P. shall advise the employees to return to work immediately.

27.4: A violation of the provisions of Article 27 by a member of the bargaining unit shall be grounds for disciplinary action, including removal or separation.

27.5: The University shall not lock out any bargaining unit members for the duration of this Agreement.

ARTICLE 28 **CONTRACTING**

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

28.1 The University retains the right to contract for services. It is not the intent of the University to contract out or subcontract bargaining unit work that will result in the layoff of bargaining unit members for reasons other than to create greater efficiencies; achieve cost savings; participate in initiatives for shared services arrangements, council of governments, the Inter University Council, other public-public or public private partnerships and consortium; to improve operational effectiveness, or as otherwise may be described in Article 8.

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

28.3 The University shall give the Union sixty (60) calendar days advance written notice of its intent to contract or subcontract out work that will result in the layoff of bargaining unit members. Within fourteen (14) days of notice from the University, the Union, shall be given, upon request, the opportunity to meet with the University and discuss what options or alternatives may be available to maintain the work in the bargaining unit. The meeting shall take place within ten (10) days of the Union's request, unless otherwise agreed by the parties. Within fourteen (14) days of the parties' meeting, the Union may provide alternatives to the University's intended action for its consideration. The University will give serious consideration to the Union's alternative solution in reviewing its intended action.

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

28.5 In the event of a dispute relating to the terms of this Article, the Union shall have the right to file a grievance pursuant to Article 6.

28.6 The University may utilize the procedures contained in Sections 28.2-28.5 for a maximum of two (2) positions for the life of this Agreement that will result in employee layoffs.

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

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

ARTICLE 29 **HEALTH AND SAFETY**

29.1: The parties agree that it is the goal of the University and the F.O.P. 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. Both parties recognize that it will be the University's responsibility to provide all bargaining unit members the necessary training, equipment, and written procedures necessary to conduct their job in a safe and healthful manner. Both parties also recognize that it will be the bargaining unit member's responsibility to follow University health and safety policies which may include the wearing of personal protective equipment and the mandatory attendance of training seminars. It is understood that all mandatory training will be offered in accordance with the Training Leave provision of Sub Article 19 E.1. It is further recognized that any violation of University safety policies by bargaining unit members may result in disciplinary action by the University.

29.2: In order to assure the Union an opportunity to provide input on matters related to safety, the President of the Union shall designate one (1) bargaining unit member to serve on the University Safety Committee each year.

29.3: If a bargaining unit member feels that they have been assigned to work under unsafe or unhealthful conditions unrelated to the risks inherent in the duties of a police officer, they shall report the situation immediately to their supervisor. If the bargaining unit member disagrees with the supervisor's response to the situation, they may report the situation to the Director of Environmental and Occupational Health and Safety or their 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 their 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 their 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 their designee shall be empowered to order the immediate halt of any operation or activity which in their judgment is unsafe or unhealthful.

29.4: 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.

29.5: All recommendations of the Safety Committee shall be responded to by the Director of Environmental and Occupational Health and Safety or their 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.

29.6: Contingent upon approval by the Director of Environmental and Occupational Health and Safety, every month each sworn officer shall be entitled to use the Beeghly Firing Range for no more than one (1) hour; an employee who uses this facility shall remain in active pay status and on standby status. Police officers who are off duty and who use the firing range, as provided in

this article shall not be in active pay status. Access to the Beeghly Firing Range will be limited to authorized personnel designated by the Chief of the YSU Police Department during periods when the range is reserved for YSU officers.

ARTICLE 30 **INSTRUCTIONAL FEE REMISSION**

30.1: Children and spouses of bargaining unit members shall be granted remission for instructional fees at YSU, including out-of-state instructional fees where applicable. "Children" are the biological, legally adopted or step-children of a bargaining unit employee. Children shall be eligible for remission to the end of the academic year of age twenty-five (25). Bargaining unit members must provide any information requested by the University such as copies of marriage licenses, birth certificates and certificates of adoption to assist the University in determining that the child or spouse is eligible for tuition remission. Bargaining unit members must also properly complete the University's application/affidavit in order to receive tuition remission. 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 term. 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 dependents (children and spouse) shall continue to be eligible for fee remission for dependents, as described above, to include remission of instructional fees. The dependents (children and spouse) of any bargaining unit member who dies during the term of this Agreement shall continue to be eligible for fee remission as described above, to include remission of instructional and general fees, until dependent children reach the end of the academic year of age twenty-five (25) and as long as the surviving spouse remains unmarried. Effective Fall Semester 2022, retirees, employees, spouses and dependent children shall pay for twenty percent (20%) of the cost of online instruction provided by the University in partnership with Academic Partnerships or any successor.

30.2: On a case-by-case basis, the University will consider requests by bargaining unit members to attend classes at YSU during normal work hours, which may include the employee's use of compensatory time, vacation or the opportunity to work either before or after their normal work shift to compensate for the time spent in class.

ARTICLE 31 **PROBATION AND PROMOTION**

31.1: Probationary Periods: Each employee appointed to a position in the bargaining unit shall serve a probationary period. For University Police Officer 1 and University Police Sergeant, the probationary period shall be twelve months excluding periods of sick leave of twenty (20) sick leave days or longer, or leave without pay of more than one (1) week. For University Dispatcher, the probationary period shall be twelve months in addition to the time in training for the certification by the Ohio Peace Officers Training Council. Each probationary employee shall be evaluated in accordance with the provisions of Article 15 ("Evaluations"). If the performance of a probationary employee is deemed unsatisfactory, their employment at the University or in the YSU Police Department may be terminated with two (2) weeks' notice during the probationary period. In lieu of the two-week notice, the University may pay the individual for eighty (80) hours at his/her hourly rate of pay. A probationary employee who is separated from employment will be given

a written statement of reasons for their separation. Separation of a probationary employee may not be advanced to arbitration under the provisions of Article 6 ("Grievance Procedure"). Members of the bargaining unit who are promoted from one classification to another within the bargaining unit shall serve a six-month probationary period; if their performance is deemed unsatisfactory in the position to which they have been promoted, they will be reinstated to the position from which they were promoted, rather than being separated.

31.2: If the University fills one (1) or more positions of University Dispatcher or University Law Enforcement Supervisor, it will consider qualified applicants from within the bargaining unit before considering candidates who are not members of the bargaining unit. However, the University's selection of a candidate to fill the position of University Law Enforcement Supervisor is not arbitrable. The University will consider the applicant's education, related work experience, performance evaluations, and length of University service in a position or positions related to the position for which they are applying.

31.3: When the University decides to fill a vacant Sergeant position or a new Sergeant position is created, the position shall be filled by a competitive examination and an Assessment Center process from the University police officers who are qualified. Prior to the close of applications, for any examination administered, those qualified must have a minimum of four years of service as a regular full-time University police officer.

- A. The examination shall be administered by a vendor chosen by the University. An assessment panel chosen by the University will assess the candidates and report its findings to Human Resources (Executive Director HR Operations or successor title).
- B. The notice of promotional examination shall be announced fourteen (14) calendar days prior to an announcement on the University applicant tracking system. The announcement shall be made by a member of the Human Resources staff via an email message to all union associates. A copy of the announcement shall be posted on the FOP bulletin board. The promotional opportunity shall be announced on the University applicant tracking system and will include: the position title; duties; minimum qualifications; licenses or certifications; the announcement date and the date the position announcement closes. Only bargaining unit members who are qualified for the promotional opportunity and apply prior to the close of the position announcement shall be tested. A bargaining unit member requesting a testing accommodation must submit the request in writing to the Human Resources Benefits Manager at least fourteen days prior to scheduled testing. Bargaining unit members may be required to provide additional information to support their request.
- C. Within fourteen (14) days following the close of the promotional opportunity on the applicant tracking system, a list of all promotional examination resources materials shall be made available to qualified bargaining unit members. The University will assure that the required materials are available from vendors. The cost of any such materials will be borne by the applicant.

- D. Applicants shall have a minimum of ninety (90) days to prepare for the promotional testing. All testing shall be administered on campus.
- E. The promotional materials shall consist of not more than five research books or materials related to specific subjects. The YSU Police manual shall be included as one of the five books or research materials.
- F. All bargaining unit members shall be notified of their individual test results within forty-eight (48) hours of the scoring. All bargaining unit members shall be provided with the scores of all tested police officers in numerical order. No employee shall be identified by name except on their individual test score.
- G. The following preferences shall be added to a candidate's test score:
 1. **Military:** Military veterans with an honorable discharge (DD-214 or DD-256) shall receive a ten (10) point preference added to their test score.
 2. **Educational:** Candidates shall receive either a five (5) point preference added to their test score for an associate degree in Criminal Justice or a related field or a ten (10) point preference added to their score for a bachelor's degree in Criminal Justice or a related field. There shall be no pyramiding of this preference.
 3. **Longevity:** Candidates shall receive a one (1) point preference added to his or her test score for each year of service as a bargaining unit employee beyond five (5) years.

The maximum aggregate amount of all preference points shall not exceed fifteen (15) points.

- H. Applicants must score a minimum of seventy percent (70%) on the written test, exclusive of any preference points, to advance for assessment.
- I. The Assessment Center team will consist of persons who are not YSU employees and from the Ohio Chiefs of Police Association or similar organization. Assessment Center team members must have experience in law enforcement supervision in a leadership role of lieutenant or above. FOP shall be permitted to have an observer attend Assessment Center team meetings, provided that the FOP identifies the observer no later than thirty (30) before the Assessment Center team's first meeting.
- J. The written test score plus any preference points shall count for forty percent (40%) of the candidate's total score, while the Assessment Center team evaluation shall count for sixty percent (60%) of the total score.
- K. An Eligibility List expires two years after the examination has been scored.

APPENDIX A
GRIEVANCE FORM

Grievance #_____

Date Filed _____

Filed Through F.O.P.
Grievance Committee

Filed Independently
of F.O.P.

Name of Grievant:_____

Home Address: _____

Date Cause of Grievance Occurred: _____

Statement of Complaint of Grievant: (Attach supporting documents if appropriate)

Section of Agreement Alleged to Have Been Violated:

Remedy Sought:

Grievant's Signature

Date

cc: Grievant, AVP/Chief Human Resources Officer, F.O.P., Chief of YSU Police, Director of Labor Relations

APPENDIX B: YSU EVALUATION OF FOP BARGAINING UNIT MEMBER

PERFORMANCE STANDARDS FOR DISPATCHERS: Dispatchers in the FOP bargaining unit shall be evaluated according to the following Categories:

1. Knowledge of law enforcement laws and procedures
2. Knowledge of communication procedures (*i.e.*, radio, telephone, LEADS, Kidde Card, etc.)
3. Preparation of reports (*i.e.*, written reports, communications, logs, etc.)
4. Appearance
5. Attitude/Personality
6. Dependability
7. Initiative
8. Cooperation with Supervisor
9. Judgment
10. Public Relations

Dispatchers in the FOP bargaining unit shall be evaluated on the following rating scale for each category:

0. = Poor
1. = Needs Improvement
2. = Adequate
3. = Average
4. = Good
5. = Very Good
6. = Excellent

Dispatchers in the FOP bargaining unit shall be evaluated on the following overall rating scale:

0-8 points:	Poor
9-16 points:	Needs Improvement
17-24 points:	Adequate
25-33 points:	Average
34-42 points:	Good
43-51 points:	Very Good
52-60 points:	Excellent

PERFORMANCE STANDARDS FOR POLICE OFFICERS: Police Officers in the FOP bargaining unit shall be evaluated according to the following Categories:

1. (A) Firearms Proficiency
(B) Certification by the Ohio Peace Officers Council
2. Knowledge of law enforcement laws and procedures
3. Knowledge of communication procedures (*i.e.*, radio, telephone, LEADS, Kidde Card, etc.)
4. Preparation of Reports (*i.e.*, written reports, communications, logs, etc.)
5. Appearance

6. Attitude/Personality
7. Dependability
8. Initiative
9. Cooperation with Supervisor
10. Judgment
11. Public Relations

Police Officers in the FOP bargaining unit shall be evaluated on the following rating scale for each category (excluding Firearms Proficiency and Certification of Ohio Peace Officers Council, which are rated as Pass/Fail and Yes/No, respectively):

0. = Poor
1. = Needs Improvement
2. = Adequate
3. = Average
4. = Good
5. = Very Good
6. = Excellent

Police Officers in the FOP bargaining unit shall be evaluated on the following overall rating scale:

0-8 points:	Poor
9-16 points:	Needs Improvement
17-24 points:	Adequate
25-33 points:	Average
34-42 points:	Good
43-51 points:	Very Good
52-60 points:	Excellent

COMMENTS AND FINAL ACTION: The evaluation shall also include comments by the Evaluator, the Chief of Police, and the bargaining unit member and action by Human Resources

FORMAT: The University reserves the right to change the format and the medium to display, use and store the evaluation.

DISPOSITION: A copy of the evaluation is electronically stored and available to the staff member at the time of completion for review and acknowledgement.

APPENDIX C
STANDARDS OF PROFICIENCY

YSU/F.O.P. STANDARDS OF PROFICIENCY: FIREARMS

Armed officers who are members of the YSU-F.O.P. bargaining unit shall meet and maintain the following standards of proficiency with firearms, in accordance with the provisions of Article 16 of the Agreement.

A. General Provisions:

1. All officers will be considered in active pay status during qualifications.
2. Firearms qualifications will be conducted at least once annually.
3. At the range, each officer's weapon(s) will be inspected by the range officer before being fired by the officer.
4. The bullet load for qualifications will be the same that is carried for duty.
5. An officer may use speed loaders/speed strips or magazines to reload their weapon during qualifications.
6. Each officer's target will be scored at the range in the presence of the officer. Also, a copy of the score sheet will be provided to the officer within seven (7) days.
7. An officer who has secured the approval of the YSU Chief of Police to carry an alternate "plain clothes weapon" in accordance with the provisions of Section 22.1 of the Agreement shall be given two (2) opportunities annually to qualify with the "plain clothes weapon." (If the weapon is a 5-shot weapon, appropriate adjustments will be made in the Qualification Requirements specified in Section C.) If an officer fails to qualify with the "plain clothes weapon," it will cease to be approved for use under the provisions of Section 22.1.
8. At the range for qualification firing, each officer will use their duty rounds as part of the ammunition required for qualification firing. Following qualification firing, they will be issued new rounds of duty ammunition for their weapon. Including duty ammunition for up to two (2) speed loaders, speed strips or magazines.
9. If an officer fails to qualify with their duty weapon, they will be given two (2) hours of instruction and be given a second opportunity to fire for qualification within fourteen (14) days following the first test for qualification. If the officer fails to qualify the second time, they will receive an additional two (2) hours of instruction, and will be given a third opportunity to fire for qualification within fourteen (14) days on duty following their second firing for qualification.

B. Training:

1. The University will make available adequate firing range facilities for training purposes at least twice a month. The date(s) and location(s) of these facilities will be announced following consultation with the F.O.P. The use of the Beeghly firing range will be used when at all possible before using firing ranges off campus.
2. For training purposes, the University will make available to each officer sixty (60) rounds of ammunition of duty weapon for use in the designated training facility twice each month. If reloads are made available, they will be of similar load to duty ammunition. In addition, each officer will be provided with a target for training purposes.

C. Qualification Requirements: All officers will be required to satisfactorily complete a firearms qualification course approved by the Executive Director of the Ohio Peace Officer Training Council (OPOTC). The University will meet and confer with the F.O.P. before submitting any revised course to the Executive Director of the OPOTC for approval.

APPENDIX D
CONFIDENTIAL
SCREENING EXAMINATION FORM

TO THE PHYSICIAN:

The purpose of this examination is to determine if the participant is healthy enough to safely participate in an exercise program. Specific data are necessary to design an appropriate program for the participant. Please provide all information requested, sign and return this form to:

NAME _____ DATE _____

AGE _____ SEX _____ HEIGHT _____ WEIGHT _____

TOTAL CHOLESTEROL _____ HDL _____ LDL _____

General physical examination abnormalities: (Please list those findings that might place the participant at risk for exercise; and attach copies of any local physical examination forms used.)

Please attach results of a symptom limited maximal exercise stress test and complete the following data:

MODE OF TESTING _____ DATE OF TEST _____

MAXIMUM WORKLOAD ATTAINED (METS, KGM, SPD, GRADE) _____

RESTING HEART RATE _____ MAXIMUM HEART RATE ATTAINED _____

RESTING BLOOD PRESSURE _____ MAXIMUM BLOOD PRESSURE _____

RESTING AND EXERCISE ELECTROCARDIOGRAM INTERPRETATION
(Please attach copy)

PLEASE LIST ALL LIMITATIONS AND RISKS FOR EXERCISE (Such as: medications, diabetes, orthopedic problems, epilepsy, etc.)

I have examined the above-named participant and find them to be in good/poor health and is/is not capable of safely participating in an exercise program.

Date _____ Signature _____

Please print physician's name, address and phone number:

APPENDIX E: INSURANCE BENEFITS

Definitions:

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

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

Effective July 1, 2021 and ending June 30, 2022:

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

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

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

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

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

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

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

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

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

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

Fixed Costs = Administrative Costs + Stop Loss Premiums

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

Effective with the proposed Plan changes, and future

Reserve

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

HCAC Target Reserve Policy

I. Components of the Target Reserve:

- a. **IBNR Reserves** - represent the funds necessary to cover claims Incurred But Not Reported. For purposes of this contract, IBNR Reserves = 2.5 months of Expected Claims for medical, prescription drug, dental and vision claims. These are claims for which members have received services but the claims have not been paid or billed to the University; and
- b. **Margin** - represents the difference between the Maximum Claim Liability (applies to medical only) and Expected Claims Liability set by the University's consultant. This amount is calculated by multiplying Expected Claims Liability by 125%.

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

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

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

- a. A three-year projection of the Targeted Reserves should be used to effectively plan and adjust accounts through premium increase or decreases;
- b. Should the reserve balance exceed 45% of the average of the annual actual cost, the Health Care Advisory Committee shall consider options, including premium holidays, and make recommendations intended to reduce the reserve balance. The average of the annual actual cost is defined to be the three-year average of the annual actual cost required to operate the health care plan for the previous three fiscal years. The annual actual costs for a particular fiscal year includes claims or premium costs including stop loss insurance, administrative expenses incurred from vendors and consultants, wellness expenditures, all legally required fees and taxes associated with the health care plan, and other expenses that may be required to effectively operate the health care plans.
- c. Should the reserve balance fall below 25% of the projected annual costs, the Health Care Advisory Committee may consider options and make recommendations intended to raise the reserve balance.

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

EMPLOYEE CONTRIBUTIONS

Effective July 1, 2021, all employees shall contribute fifteen (15) percent of the fully insured equivalent rate for their subscriber selection. Payment shall be deducted in equal amounts for each eligible employee's bi-weekly paychecks.

INSURANCE BENEFITS

 Youngstown State University Plan Year beginning July 1, 2021 PPO 90/10 In-Network Plan 70/30 Out-of-Network Plan		
Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age	Up to Age 26 Removal upon End of Month	
Older Age Child	Ages 26 - 28 Removal upon End of Month (cost of coverage at the employee's expense)	
Pre-Existing Condition Waiting Period	Not Applicable	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Not Covered	
Benefit Period Deductible – Single/Family ¹	\$250/\$500	\$425/\$950
Coinurance	90%	70%
Coinurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$925/\$1,725	\$2,000/\$4,000
Total Medical Out-of-Pocket Maximums – (Including Deductible) -Single/Family	\$1,175/\$2,225	\$2,425/\$4,950
-Maximum Out-of-Pocket (MOOP) ⁵ Including deductible, Coinurance Out-of-Pocket Maximums and Copays) Single/Family	\$6,600 / \$13,200	Does not apply
Physician/Office Services		

Office Visit (Illness/Injury) ^{2,5}	\$15 copay, then 100%	70% after deductible
Urgent Care Office Visit ^{2,5}	\$15 copay, then 100%	70% after deductible
Advanced Practicing Nurse/Office Visit ^{2,5}	\$10 copay, then 100%	70% after deductible

All Immunizations – Medically Necessary	90% after deductible	70% after deductible
Administration of H1N1		100%

Preventive Services

Preventive Services, in accordance with state and federal law³	100%	70% after deductible
Routine Physical Exams (Age 21 and over)	100%	70% after deductible
Well Child Care Services including Exams, Well Child Care Immunizations and Laboratory Tests (To age 21)	100%	70% after deductible
Routine X-rays, Labs and Medical Tests	100%	70% after deductible
Routine Colonoscopy	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine PSA Test	100%	70% after deductible
Routine Vision Exam (One per benefit period)	100%	70% after deductible
Routine Hearing Exam (One per benefit period)	100%	70% after deductible

Outpatient Services

Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical Therapy & Occupational Therapy - Facility and Professional	90% after deductible	70% after deductible

(40 visits combined per benefit period)		
Chiropractic Therapy – Professional Only (12 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room ^{4,5}	\$75 copay, then 100%	
Non-Emergency use of an Emergency Room	90% after deductible	70% after deductible
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity Services	90% after deductible	70% after deductible
Skilled Nursing Facility	90% after deductible	70% after deductible
Human Organ Transplants	90% after deductible	70% after deductible
Additional Services		
Allergy Testing	90% after deductible	70% after deductible
Allergy Treatments	90% after deductible	70% after deductible
Ambulance Services includes Air	90% after deductible	70% after deductible
Durable Medical Equipment / Medical Supplies	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice Services	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Weight Loss Services (including complications from weight loss surgical services)	90% after deductible	70% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance		

Abuse Services		Benefits paid are based on corresponding medical benefits		
Outpatient Mental Health and Substance Abuse Services				
Prescription Drug		A Network Provider (You will pay the least)	A Non-Network Provider (You will pay the most)	
	Generic copay - home delivery Tier 1	\$10	Does Not apply	Covers up to a 90-day supply.
	Preferred brand copay – retail Tier 2	25% to maximum of \$30	Does not apply	Covers up to a 30-day supply.
	Preferred brand co-pay – home delivery Tier 2	25% to a maximum of \$60	Does not apply	Covers up to a 90-day supply.
	Non-Preferred brand copay – retail Tiers 3	25% to a maximum of \$70	Does not apply	Covers up to a 30-day supply.
	Non-Preferred brand copay – home delivery Tier #	25% to a maximum of \$175	Does not apply	Covers up to a 90-day supply.
	Specialty Drugs	Applicable drug tiers copay applies	Does not apply	Covers up to a 30-day supply.

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

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

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

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

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

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

In certain instances, Medical Mutual's payment may not equal the percentage

listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

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

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

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

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

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

 MEDICAL MUTUAL OF OHIO <small>AND ITS FAMILY OF COMPANIES</small>		
Youngstown State University Plan Year beginning July 1, 2022 PPO 85/15 In-Network Plan 60/40 Out-of-Network Plan		
		
Benefits	Network	Non-Network
Benefit Period	January 1st through December 31 st	
Dependent Age Older Age Child	Up to Age 26 Removal upon End of Month Ages 26 - 28 Removal upon End of Month (cost of coverage at the employee's expense)	
Pre-Existing Condition Waiting Period	Not Applicable	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Not Covered	
Benefit Period Deductible – Single/Family	\$350/\$700	\$1,600/\$3,200
Coinurance	85%	60%]
Coinurance Out-of Pocket Maximum (Excluding Deductible) – Single/Family	\$1,000/\$2,000	Eliminated
Total Medical Out-of-Pocket Maximums – (Including Deductible) -Single/Family	\$1,350/\$2,700	Does not apply
-Maximum Out-of-Pocket (MOOP) 5 Including deductible, Coinurance Out-of-Pocket Maximums and Copays) Single/Family	\$6,600 / \$13,200	\$8,600/\$16,000
Physician/Office Services		

Office Visit (Illness/Injury) ^{2,5}	\$20 copay, then 100%	60% after deductible
Urgent Care Office Visit ^{2,5}	\$20 copay, then 100%	60% after deductible
Advanced Practicing Nurse/Office Visit ^{2,5}	\$15 copay, then 100%	60% after deductible
All Immunizations – Medically Necessary	85% after deductible	60% after deductible
Administration of H1N1		100%
Preventive Services		
Preventive Services, in accordance with state and federal law ³	100%	60% after deductible
Routine Physical Exams (Age 21 and over)	100%	60% after deductible
Well Child Care Services including Exams, Well Child Care Immunizations and Laboratory Tests (To age 21)	100%	60% after deductible
Routine X-rays, Labs and Medical Tests	100%	60% after deductible
Routine Colonoscopy	100%	60% after deductible
Routine Mammogram (One per benefit period)	100%	60% after deductible
Routine Pap Test (One per benefit period)	100%	60% after deductible
Routine PSA Test	100%	60% after deductible
Routine Vision Exam (One per benefit period)	100%	60% after deductible
Routine Hearing Exam (One per benefit period)	100%	60% after deductible
Outpatient Services		
Surgical Services	85% after deductible	70% after deductible
Diagnostic Services	85% after deductible	70% after deductible
Physical Therapy & Occupational Therapy - Facility and Professional (40 visits combined per benefit period)	85% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	85% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	85% after deductible	70% after deductible
Cardiac Rehabilitation	85% after deductible	70% after deductible
Emergency use of an Emergency Room ^{4,5}	\$200 copay, then 100%; waived if admitted	
Non-Emergency use of an Emergency Room	85% after deductible	70% after deductible
Inpatient Facility		
Semi-Private Room and Board	85% after deductible	60% after deductible
Maternity Services	85% after deductible	60% after deductible
Skilled Nursing Facility	85% after deductible	60% after deductible
Human Organ Transplants	85% after deductible	60% after deductible
Additional Services		

Allergy Testing	85% after deductible	60% after deductible
Allergy Treatments	85% after deductible	60% after deductible
Ambulance Services includes Air	85% after deductible	60% after deductible
Durable Medical Equipment / Medical Supplies	85% after deductible	60% after deductible
Home Healthcare	85% after deductible	60% after deductible
Hospice Services	85% after deductible	60% after deductible
Private Duty Nursing	85% after deductible	60% after deductible
Weight Loss Services (including complications from weight loss surgical services)	85% after deductible	60% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

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

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

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

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

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

	A Network Provider (You will pay the least)	A Non-Network Provider (You will pay the most)	
Generic Copay – retail Tier 1	20% up to a maximum of \$5	Does not apply	Covers up to a 30-day supply
Generic copay - home delivery Tier 1	20% up to a maximum of \$15	Does Not apply	Covers up to a 90-day supply.
Preferred brand copay – retail Tier 2	25% to maximum of \$35	Does not apply	Covers up to a 30-day supply.
Preferred brand co-pay – home delivery Tier 2	25% to a maximum of \$70	Does not apply	Covers up to a 90-day supply.
Non-Preferred brand copay – retail Tiers 3	25% to a maximum of \$75	Does not apply	Covers up to a 30-day supply.

Non-Preferred brand copay – home delivery Tier #	25% to a maximum of \$180	Does not apply	Covers up to a 90-day supply.
Specialty Drugs	Applicable drug tiers copay applies	Does not apply	Covers up to a 30-day supply.

Definitions:

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

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

Effective July 1, 2022 and ending June 30, 2024:

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

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

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

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

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

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

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

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

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

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

Fixed Costs = Administrative Costs + Stop Loss Premiums

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

Effective with the proposed Plan changes, and future

Reserve

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

HCAC Target Reserve Policy

VI. Components of the Target Reserve:

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

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

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

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

- b. A three-year projection of the Targeted Reserves should be used to effectively plan and adjust accounts through premium increase or decreases;
- c. Should the reserve balance exceed 45% of the average of the annual actual cost, the Health Care Advisory Committee shall consider options, including premium holidays, and make recommendations intended to reduce the reserve balance. The average of the annual actual cost is defined to be the three-year average of the annual actual cost required to operate the health care plan for the previous three fiscal years. The annual actual costs for a particular fiscal year includes claims or premium costs including stop loss insurance, administrative expenses incurred from vendors and consultants, wellness expenditures, all legally required fees and taxes associated with the health care plan, and other expenses that may be required to effectively operate the health care plans.
- d. Should the reserve balance fall below 25% of the projected annual costs, the Health Care advisory Committee may consider options and make recommendations intended to raise the reserve balance.

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

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

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

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

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

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

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

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

APPENDIX F **URINALYSIS PROCEDURES**

- A. Whenever the University determines there is a need to have a reasonable suspicion drug test conducted on an employee, the employee will be notified of the test requirement just prior to being transported without delay to the medical facility or laboratory that will collect the urine sample. The following will be screened by the test: marijuana, cocaine, PCP, amphetamines, opiates, MDMA (ecstasy), heroin, barbiturates, benzodiazepines, methadone, propoxyphene, oxycodone and Vicodin. The employee will be accompanied by an officer of the YSU Police Department. Whenever an employee is selected for a random drug test they will be permitted to transport them to the medical facility or laboratory.
- B. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. Specimen collection will occur in a medical setting, and the procedures should not demean, embarrass or cause physical discomfort to the employee.
- C. The employee will be provided a sealed specimen container. Within the container used for the collection will be two containers used for the transport of the specimen.
- D. The containers will be new and free of contaminates.
- E. The employee will deposit a minimum volume of urine (at least 45cc's) in a specimen cup. This will then be divided and placed in the two containers by a representative of the collection site. An employee who is unable to provide an adequate sample initially will remain under observation until able to do so.
- F. A tamper proof seal will be used on the containers.
- G. The containers will be labeled in front of the employee.
- H. Each step in the collection and processing of the urine sample shall be documented to establish procedural integrity, and the chain of evidence.
- I. Banner numbers will be used as a donor identifying number. This number will be utilized to identify the sample throughout the collection and testing phases of the urine screening. The purpose of the donor identifying number is to protect the identity of the donor providing the sample. Laboratory testing personnel will only have access to the identifying number and not the individual's name.
- J. The officer accompanying the employee will be assigned by the Chief of the YSU Police Department or their designee.
- K. Positive drug screen results will be submitted to the Medical Review Officer (MRO) for prescription verification. The employee will be notified as soon as possible once results are

received. The employee will be given the opportunity to provide information regarding current medications and the pharmacy in which the prescriptions were filled or the facility in which the medication was given. The information provided will then be verified and the MRO will determine if the drug screen results will be considered positive or negative. The University will be notified of the findings following the investigation. If the drug screen is considered negative, the employer copy of the chain of custody will be marked as negative and signed by the MRO.

- L. In the event the first sample shows a presence of any illegal drug or narcotic the employee shall have the option of having the second sample tested (at their own expense) at another qualified laboratory. In this event, the first laboratory will be notified that the client would like the split specimen tested and the second sample, along with all documentation and chain of custody, will be forwarded to another accredited laboratory.

APPENDIX G

Overtime Aggregate Roster Procedures

- 1.** The aggregate overtime roster will rank bargaining unit members from least total amount of overtime offered to the most amount of overtime offered. The available bargaining unit member with the lowest total amount of overtime offered will be offered overtime opportunities first followed by the available bargaining unit member with the second lowest total and so on.
- 2.** If multiple bargaining unit members have the same total number of overtime hours offered, then those members will be ranked by seniority.
- 3.** Bargaining unit members who work overtime will be charged on the aggregate overtime roster for the actual time worked.
- 4.** Bargaining unit members who refuse an overtime opportunity shall be charged on the aggregate overtime roster with the actual hours worked by the bargaining unit member who accepted the overtime opportunity.
- 5.** Bargaining unit members are considered unavailable/will not be offered the overtime opportunity if the scheduled hours of the overtime opportunity fall within a time when they are already on duty, in court, working another overtime detail, etc.
- 6.** Bargaining unit members who are on approved sick or FMLA leave will be considered unavailable/will not be offered overtime opportunities until they return to work.
- 7.** Bargaining unit members who are on approved leaves that do not include sick or FMLA will only be unavailable/not be offered overtime opportunities for the actual hours they are on that approved leave.
- 8.** If a bargaining unit member is offered multiple overtime opportunities whose times overlap and the bargaining unit member refuses them all, the bargaining unit member will only be charged on the aggregate overtime roster for the overtime opportunity totaling the least hours.
- 9.** If all available bargaining unit members refuse an overtime opportunity offered and it goes unfilled, then all bargaining unit members who refused the overtime opportunity will be charged on the aggregate overtime roster for the total amount from the start time for the bargaining unit member for the event to the scheduled end of the event.
- 10.** If the overtime callout begins within two (2) hours of the start time of the detail, the bargaining unit members who refuse the opportunity will not be charged for the refusal on the overtime aggregate roster.
- 11.** Holiday pay is not considered overtime and will not be charged to a bargaining unit member's aggregate overtime roster total. If a bargaining unit member works/refuses

overtime on a holiday separate from the shift they received holiday pay for they will be charged on the aggregate overtime roster appropriately.

12. Overtime accrued from appearances in court on behalf of the department and training (this includes acting as an officer or dispatcher mentor/trainer, attending training as assigned by the university, and instructing training for other bargaining unit members as assigned by the university) will not be charged to the bargaining unit member's aggregate overtime roster total.
13. If a bargaining unit member accepts an overtime opportunity and then refuses it within 36 hours of that bargaining unit member's scheduled start time of the overtime opportunity, then they shall be charged on the aggregate overtime roster one and one half (1.5) times the actual number of hours worked by the bargaining unit member who accepted the overtime opportunity. If no bargaining unit member accepts the detail and it goes unfilled, then the bargaining unit member will be charged on the aggregate over time roster one half (1.5) times the total amount of hours from the start time for the bargaining unit member for the event to the scheduled end of the event.
14. The aggregate overtime roster will be completed by the FOP/OLC Associate or the FOP/OLC Alternate. A completed copy of the previous week's overtime aggregate roster will be posted in the Police Dept. Roll Call Room. A current week's overtime aggregate roster will be posted in dispatch.
15. Upon hiring of a new bargaining unit member, they will be credited with the average number of hours taken from the current hours totals of all bargaining unit members in the same classification on the aggregate overtime roster.

SIGNATURE PAGE

IN WITNESS HEREOF, the parties herein, by their duly authorized officers and agents, have affixed their signatures.

**FOR THE FRATERNAL ORDER
OF POLICE:**

Otto J. Holm, Jr.
F.O.P. Representative

**FOR YOUNGSTOWN STATE
UNIVERSITY:**

James Tressel
President

Atty. Kevin M. Kralj
Chief Negotiator, Director Labor and
Employee Relations

PREAMBLE

The Fraternal Order of Police, Ohio Labor Council, Inc. (F.O.P.) and Youngstown State University support the concept of non-adversarial bargaining. The parties recognize their mutual concerns and wish to give them proper consideration. We hold that non-adversarial negotiations can enhance relationships and mutual gain is possible. We also believe that it is essential that we establish and maintain an atmosphere of mutual trust and respect.

We are committed to providing a safe environment, protecting the students and employees, and rendering service in the areas of the city adjacent to the University. The YSU Police Department and the University pride themselves on their record of crime prevention, criminal investigations, foot and mobile control, education, and medical assistance. We will continue to recognize and make use of individual expertise and knowledge in innovative ways, and will employ cooperative decision making in solving problems faced by the University.

We are committed to Community Ppolicying, a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime.

ARTICLE 1 **AGREEMENT AND RECOGNITION**

1.1: This is an Agreement by and between Youngstown State University (hereinafter referred to as the University) and the Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter referred to as the F.O.P.). 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 hereby recognizes the F.O.P. as the exclusive representative of the members of the bargaining unit defined in Article 2. "Exclusive recognition" is granted under the provisions of and in accordance with Ohio Revised Code 4117.

1.3: This Agreement is the sole and only Agreement between the parties.

1.4: Where this Agreement makes no specification about a matter, the University and the F.O.P. are subject to all applicable state or federal laws or ordinances pertaining to wages, hours, and terms and conditions of employment for public employees, as specified in federal law, the Ohio Administrative and Revised Code, including Ohio Revised Code Section 4117.10.

ARTICLE 2 **SCOPE OF UNIT**

2.1: The bargaining unit shall include all regularly employed full-time members of the classified staff of the Youngstown State University Police Department who are classified as University Police Officer 1, University Police Officer 2, University Police Sergeants, and University Dispatcher.

2.2: A University Police Officer (Probationary) 1 and a University Police Officer 2 patrols campus grounds and buildings and University property to protect lives and property; prevents crimes and enforces laws; investigates crimes; makes arrests; testifies in court; directs traffic; prepares reports; and performs other reasonably related duties as assigned.

2.3: A University Police Sergeant performs the duties specified above for a University Police Officer 2 and in addition may be assigned functional supervision over University Police Officers 1, University Police Officers 2 and University Dispatchers, making assignments, training personnel, monitoring work performance, etc.; a University Police Sergeant performs other reasonably related duties as assigned.

2.4: A University Dispatcher receives and transmits radio communications dispatching personnel and equipment; maintains attendance records; receives and records telephone calls; operates computer terminal receiving and transmitting messages; maintains communication log; makes assignments, trains personnel, monitors work performance and performs other reasonably related duties.

2.5: Excluded from the bargaining unit shall be all unclassified (Professional/Administrative) staff members, all clerical and/or secretarial personnel, all intermittent and/or part-time personnel, students serving as student assistants, and all supervisory staff classified as University Law Enforcement Supervisor, or higher.

2.6: Also excluded from the bargaining unit shall be all employees of the University who are not defined as "public employees" under the provisions of Ohio Revised Code 4117 as defined by said statute and by applicable rules, regulations, orders, and judicial interpretations issued, promulgated, and/or rendered during the term of this Agreement.

2.7: Detailed descriptions of duties for each member of the bargaining unit appear on individual position descriptions maintained in the Office of Human Resources~~official personnel files~~. The University may alter~~modify~~ employees' position descriptions in compliance with Sections 2.2 to 2.4. A bargaining unit member whose position description is changed will receive a copy of the new~~modified~~ description ~~at the same time it is placed in his/her personnel file~~ concurrent with final modifications. Position descriptions are available electronically.

A bargaining unit member may grieve the reasonableness of a change to ~~his or her~~their position description.

2.8: If the University decides to create a new classification within the YSU Police Department, the parties will meet to discuss whether to include the new classification in the bargaining unit. If the parties are unable to resolve the issue of whether the new classification will be included in the bargaining unit, then either party may submit a petition for amendment or clarification to the State Employment Relations Board for a final and binding unit determination within ten (10) days of the parties' last meeting.

ARTICLE 3

TERM OF AGREEMENT

3.1: This Agreement shall, following ratification by the parties, become effective at 12:01 a.m. on July 1, 2021~~18~~ and shall remain in effect through 11:59 p.m. on June 30, 20214~~14~~.

3.2: Either party may notify the other that it desires to modify this Agreement or to negotiate a successor agreement in accordance with O.R.C. 4117.14(B) and SERB Rule 4117-9-02.

ARTICLE 4

PAY

4.1 Wages Increases and Wage Schedules

As detailed in Sections 4.1.1, 4.1.2, 4.1.3 and 4.1.4~~1~~ below, the ~~top~~-steps in each step schedule for the bargaining unit will be increased as follows:~~by~~

1.5%, retroactive to the start of first full pay period after~~on~~ July 1, 2021~~18~~,
2.0%, effective at the start of the first full pay period after July~~May~~ 1, 2022~~19~~, and
2.0%, effective at the start of the first full pay period after July~~May~~ 1, 2023~~30~~.

~~In addition, as detailed below, the wages for the University Sergeant classification will be calculated based on step 98 for the University Police Officer 2 classification. The hourly rate will be 11% higher than the hourly rate for step 8. The wage increases will occur be retroactive to the start of the first full pay period after on July 1, 2021~~18~~, and effective at the start of the first full pay periods after July~~May 1, 2022~~19~~, and July~~May~~ 1, 2023~~30~~.

4.1.1 University Dispatcher Pay

The parties agree to the salary schedule set forth below for the University Dispatcher classification, ~~formerly known as University Dispatcher 2~~:

Effective July 1, 2018~~21~~ through April~~June~~ 30, 2019~~22~~.

Step	1	2	3	4	5	6	<u>7</u>	<u>8</u> 7
Hourly Rate	\$ <u>20.30</u> 20.30	\$ <u>20.82</u> 20.82	\$ <u>21.35</u> 21.35	\$ <u>22.01</u> 22.01	\$ <u>22.71</u> 22.71	\$ <u>23.46</u> 23.46	<u>24.74</u> 24.74	\$ <u>24.61</u> 24.61 <u>25.49</u> 25.49
	20.60	21.13	21.67	22.34	23.05	23.81		

Effective ~~May~~July 1, 2019~~22~~ through June~~April~~ 30, 20203~~22~~.

Step	1	2	3	4	5	6	<u>7</u>	<u>8</u> 7
Hourly Rate	\$ <u>20.30</u> 20.30	\$ <u>20.82</u> 20.82	\$ <u>21.35</u> 21.35	\$ <u>22.01</u> 22.01	\$ <u>22.71</u> 22.71	\$ <u>23.46</u> 23.46	<u>25.23</u> 25.23	\$ <u>24.86</u> 24.86 <u>26.00</u> 26.00
	21.02	21.55	22.10	22.79	23.51	24.29		

Effective ~~July~~May 1, 202003 through June 30, 20241.

1

Step	1	2	3	4	5	6	<u>7</u>	<u>8</u> <u>7</u>
Hourly Rate	\$ 20.30 <u>21.44</u>	\$ 20.82 <u>21.99</u>	\$ 21.35 <u>22.55</u>	\$ 22.01 <u>23.24</u>	\$ 22.71 <u>23.98</u>	\$ 23.46 <u>24.77</u>	\$ <u>25.73</u>	\$ 25.11 <u>26.52</u>

4.1.2 University Police Officer 1 Pay

The parties agree to the salary schedule set forth below for University Police Officer 1:

Effective July 1, 202118 through ~~June~~April 30, 201922.

Step	1	2	3	4	5	6	<u>7</u>	<u>8</u> <u>9</u> <u>8</u>
Hourly Rate	\$ 19.62 <u>19.91</u>	\$ 20.29 <u>20.59</u>	\$ 20.96 <u>21.27</u>	\$ 21.64 <u>21.96</u>	\$ 22.36 <u>22.70</u>	\$ 23.11 <u>23.46</u>	\$ 23.92 <u>24.28</u>	\$ <u>25.13</u> \$ 25.04 <u>25.89</u>

Effective ~~July~~May 1, 201922 through ~~June~~April 30, 202003.

Step	1	2	3	4	5	6	<u>7</u>	<u>8</u> <u>9</u> <u>8</u>
Hourly Rate	\$ 19.62 <u>20.31</u>	\$ 20.29 <u>21.01</u>	\$ 20.96 <u>21.70</u>	\$ 21.64 <u>22.40</u>	\$ 22.36 <u>23.15</u>	\$ 23.11 <u>23.93</u>	\$ 23.92 <u>24.76</u>	\$ <u>25.63</u> \$ 25.26 <u>26.41</u>

Effective ~~July~~May 1, 202003 through June 30, 202414.

Step	1	2	3	4	5	6	<u>7</u>	<u>8</u> <u>9</u> <u>8</u>
Hourly Rate	\$ 19.62 <u>20.72</u>	\$ 20.29 <u>21.43</u>	\$ 20.96 <u>22.13</u>	\$ 21.64 <u>22.85</u>	\$ 22.36 <u>23.61</u>	\$ 23.11 <u>24.40</u>	\$ 23.92 <u>25.26</u>	\$ <u>26.15</u> \$ 25.54 <u>26.94</u>

4.1.3 University Police Officer 2 Pay

The parties agree to the wages set forth below for University Police Officer 2:

Effective July 1, 201821 through ~~April~~June 30, 201922.

Step	1	2	3	4	5	6	<u>7</u>	<u>8</u> <u>9</u> <u>8</u>
Hourly Rate	\$ 21.41 <u>21.73</u>	\$ 22.13 <u>22.46</u>	\$ 22.87 <u>23.21</u>	\$ 23.60 <u>23.95</u>	\$ 24.39 <u>24.76</u>	\$ 25.21 <u>25.59</u>	\$ 26.09 <u>26.48</u>	\$ <u>27.41</u> \$ 27.27 <u>28.24</u>

Effective ~~July~~May 1, 202219 through ~~June~~April 30, 202003.

Step	1	2	3	4	5	6	<u>7</u>	<u>8</u> <u>9</u> <u>8</u>
Hourly Rate	\$ 21.41 <u>22.17</u>	\$ 22.13 <u>22.91</u>	\$ 22.87 <u>23.68</u>	\$ 23.60 <u>24.43</u>	\$ 24.39 <u>25.25</u>	\$ 25.21 <u>26.10</u>	\$ 26.09 <u>27.01</u>	\$ <u>27.95</u> \$ 27.54 <u>28.80</u>

Effective ~~July~~May 1, 20230 through June 30, 202414.

Step	1	2	3	4	5	6	<u>7</u>	<u>8</u> <u>9</u> <u>8</u>
Hourly Rate								

Hourly Rate	\$21.41 22.61	\$22.13 23.37	\$22.87 24.15	\$23.60 24.92	\$24.39 25.76	\$25.21 26.62	\$26.09 27.55	28.51	\$27.82 29.38
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4.1.4 University Police Sergeant Pay

The wages for the University Sergeant classification will be calculated based on step 9 for the University Police Officer 2 classification. The hourly rate will be 11% higher than the hourly rate for step 9. The wage increases will be retroactive to the start of the first full pay period after July 1, 2021, and effective at the start of the first full pay periods after July 1, 2022, and July 1, 2023.

The parties agree to the wages set forth below for University Police Sergeant:

Effective Retroactive to the first full pay period after July 1, 2021[18](#) and through June[April](#) 30, 2022[19](#), the Hourly Rate shall be \$31.34.

Effective at the start of the first full pay period after July[May](#) 1, 2022[19](#) and through June[April](#) 30, 2020[3](#), the Hourly Rate shall be \$31.97.

Effective at the start of the first full pay period after July[May](#) 1, 2023[20](#) and through June 30, 2024[14](#), the Hourly Rate shall be \$32.61.

4.2 Steps

Effective July[May](#) 1, 2022[19](#), bargaining unit employees employed as of July 1, 2021[18](#), who have not completed the wage step schedule for their classification shall be moved up one step.

Effective Jul[May](#) 1, 2020[3](#), bargaining unit employees employed as of July 1, 2022[18](#), who have not completed the wage step schedule for their classification shall be moved up one step.

Effective July 1, 2018, all University Dispatchers employed as of July 1, 2018 will be moved to the top step of the July 1, 2018 to April 30, 2019 step schedule; i.e., \$24.61.

Retroactive to July 1, 2021, Step movement for bargaining unit employees hired after July 1, 2021[18](#), will occur at the start of the first full pay period following[on](#) the anniversary of their hire dates. Employees who previously had their steps frozen will resume movement through the step schedule, but time spent frozen at a step will not be counted for placement on the step schedule. Effective upon ratification of this Agreement, bargaining unit employees who attained the top steps of the step schedules in Sections 4.1.1, 4.1.2 or 4.1.3 under the 2018-21 Agreement before ratification of this Agreement shall be placed at the top steps of the step schedules under this Agreement.

4.3 New Dispatchers will normally start at the first step of the Dispatcher pay range, and new Police Officers will normally start at the first step of the Police Officer 1 pay range; however, the University reserves the right to start a newly hired bargaining unit member at a higher step, based on the bargaining unit member's previous experience, education and/or qualifications. Each Police Officer 1 who successfully completes the probationary period shall at the time be advanced to the Police Officer 2 pay range and be placed at the lowest step in the Police Officer 2 pay range to

provide them~~him/her~~ with at least a nine percent (9%) increase in base rate of pay, ~~and shall thereafter remain frozen at that step for the duration of this agreement~~. With the exception of University Police Sergeant, each member of the bargaining unit who is promoted to a higher classification within the bargaining unit shall be paid at the lowest step in the higher pay range which provides them~~him/her~~ at least a nine percent (9%) increase in base rate of pay.

4.4 Exemption From Bidding: ~~Prior to implementing the work schedule bid process provided annually in Section 13.3, the~~ The University will ~~may~~ designate no more than two ~~one~~ bargaining unit members as ~~the Task Force Officer and one as the Administrative Officer, subject to the following~~ exempted positions from the work schedule bid process, such as the Task Force Officer or Administrative Officer:

- A. Only bargaining unit members meeting the University specified standards will be considered for these positions.
- B. Each position will have a specific position description.
- C. A bargaining unit member assigned to one of these positions will continue in grade (classification) and receive regular pay increases provided to other bargaining unit members, as appropriate.
- D. The Officers will not be subject to the provisions of Article 13, ("Work Schedules"), and will work a flexible schedule, as determined by the Chief of YSU Police.
- E. The Officers are not excluded from the Health and Safety provisions in Article 30.

The University and the F.O.P. shall meet and confer regarding the positions that will be exempted from the bid process and any subsequent replacement positions. In addition to the above, probationary employees will be exempt from the schedule bid process found in Section 123.3 of this agreement.

4.5 Educational Increment: Effective with the implementation of this agreement, each member of the bargaining unit who meets specific standards of formal university or college training shall receive an additional hourly pay increment as follows:

<u>LEVEL OF EDUCATION</u>	<u>HOURLY PAY INCREMENT</u>
A. Receipt of an associate degree in criminal justice or other related degree approved by the Chief of Police.	35¢
B. Receipt of a baccalaureate degree in criminal justice or other related degree approved by the Chief of Police.	60¢

Each member of the bargaining unit who believes ~~he/she is~~they are entitled to an hourly pay increment under the provisions of this article shall provide the University with an official copy of their~~his/her~~ college or university transcript as a necessary precondition to receiving the stipulated pay increment. Correspondence courses, credit for life experience or professional experience, and

credit by examination shall not qualify for the Educational Increment. A bargaining unit member who qualifies for more than one of the two levels of Educational Increment shall be paid only for the highest level achieved. Those bargaining unit members who received an educational increment under the previous educational increment provision will continue to receive such increment.

4.6 Shift differential: Each University Police Officer 1 and 2, University Police Sergeants, and University Dispatcher, who works the first or third shift will be paid an additional bi-weekly \$0.30/hour for afternoon and midnight shifts. The first shift would be considered the midnight shift and the third shift afternoons. Officers and dispatchers whose bid schedule includes a split shift will be paid shift differential on a pro-rata basis. Shift differential shall be prorated if an employee requests and is accommodated a schedule change. Shift differential shall not be prorated if the bargaining unit member is required to attend training. However, bargaining unit members receiving shift differential who are on leave status for greater than 20 (twenty) consecutive working days will not be paid the shift differential for the balance of the leave.

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

- A. Employees 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. Employees 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. Employees who are working when an emergency closing occurs, and who are directed by the University to continue to work, shall receive straight pay for the 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, payroll entry will indicate regular hours and overtime hours.
- D. Employees 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 addition to their straight pay. In such cases, payroll entry will indicate regular hours and overtime hours.
- E. Employees who are not scheduled to work during a period of emergency closing, 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 employee to work who is on vacation or sick leave.
- G. If an employee is scheduled to work during an emergency closing, but is unable to reach the campus due to conditions which prompted the closing, then the employee

will be charged vacation leave or leave without pay for the period of their his/her scheduled shift prior to the official closing.

4.8 OPERS Salary Reduction Pick-Up: The University will continue to implement a "Salary Reduction Pick-Up" in accordance with applicable rulings of the Internal Revenue Service and the Ohio Attorney General. This means the University will, for all members of the bargaining unit, reduce the employee's their salary by the amount of the employee contribution to OPERS and will 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 in accordance with the law or applicable regulations, and will have no residual obligation to members of the bargaining unit concerning the impact of cessation of the "Pick-Up" upon any employee'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.

4.9 Method of Payment: Bargaining unit members will be paid on alternate Fridays bi-weekly. Payment will be made by electronic transfer so that the money will be available in the bargaining unit member's account at the beginning of the work day that Friday. Bargaining unit members will enroll in direct deposit to a checking, savings, or credit union account. If a pay day falls on a holiday, money will be available at the beginning of the first work day prior to the payday.

ARTICLE 5 INSURANCE

5.1: Summary of Coverage:

A. Eligibility: All group insurance benefits provided in this Agreement and described in the health, dental, and life insurance ~~booklets~~summary plan descriptions shall be available to the following eligible employees and their dependents except as expressly identified within this Agreement: all permanent full-time bargaining unit members. Dependents are spouses and 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 EJ of this Agreement. Members of the bargaining unit will annually have the right to choose to enroll in the plan during the open enrollment period established by the University.

C. Working Spouse/Coordination of Benefits:

1. Working Spouse Coverage Obligations

- a. As a condition of eligibility for coverage under the University's group medical and ~~or~~ prescription drug plan(s) ("University Coverage"), if an employee's spouse is eligible for group medical and ~~or~~ prescription drug coverage sponsored, maintained and/or

provided by the spouse's current employer, former employer (for retirees), or business for self-employed individuals (other than sole proprietors) (collectively or individually, "Employer Coverage"), the spouse must enroll for at least single coverage in his/her~~their~~ Employer Coverage unless he/she is~~they are~~ entitled to Medicare.

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

- b. The requirement of subsection (a) does not apply to any spouse who works less than 25 hours per week AND is required to pay more than 50% of the single premium funding rate OR \$300 per month, whichever is greater, in order to participate in Employer Coverage.
- c. An employee's spouse who fails to enroll in Employer Coverage, as outlined above, shall be ineligible for University Coverage.
- d. Upon the spouse's enrollment in Employer Coverage, that coverage will become the primary plan and the University Coverage will become the secondary plan according to the primary plan's coordination of benefits and participation rules. Notwithstanding the foregoing, in the event the spouse is a Medicare beneficiary and (i) Medicare is secondary to the University Coverage, and (ii) Medicare is primary to the spouse's Employer Coverage, the University Coverage will be the primary coverage. The rules of O.R.C. §§ 3902.11 to 3902.14 shall govern the implementation and interpretation of these coordination of benefits rules.

2. **Employer Coverage.** It is the employee's responsibility to advise the University's Human Resources Benefits Manager immediately (and not less thirty calendar days after any change in eligibility) if the employee's spouse becomes eligible to participate in Employer Coverage. Upon becoming eligible, the employee's spouse must enroll in Employer Coverage unless he/she is~~they are~~ exempt from this requirement in accordance with the exemptions stated in this section.
 - a. 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~~their~~ spouse is eligible for and enrolled in Employer Coverage. If any bargaining unit member fails to complete and submit the certification during the annual certification process, such bargaining unit member's spouse will be removed immediately from University Coverage. Any information not completed or provided on the certification form may be requested from the employee.
 - b. If a bargaining unit member submits false material information or fails to timely advise the Plan via the Chief Human Resources Benefits Manager Officer or his or

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

- c. The details of the working spouse limitations and coordination of benefits requirements are available ~~upon request from the~~ Office of Human Resources Office website.
- d. For purposes of salary deduction toward premium cost sharing, in families in which both spouses are employed by YSU, the higher paid employee shall bear the salary deduction. They shall have the option either to be treated as only one employee, employee plus one, or family, or to select individual coverage and for each to pay the single salary share of the premium.
- e. If one spouse works for YSU and the other does not, ~~the~~ir children remain on the YSU insurance. If both spouses work for the University, in the case of family coverage, the higher-paid employee pays for the employee plus one or family coverage.
- f. An employee may opt out of health insurance benefits (medical ~~and~~; prescription drug, dental and/or vision coverage), in accordance with University policy~~the provisions of this article, upon written notice to the University.~~

D. Coverage Levels and Additional Features: The University will offer a plan with equal to or greater coverage as the Preferred Provider Organization ~~SuperMed Plus~~pPlan as detailed in Appendix EJ. The University ~~shall~~may implement any other changes recommended by the Health Care Advisory Committee and approved in accordance with Section 5.68.

E. Booklets: Eligible employees shall be able to access information regarding coverages on-line via the vendor's website.

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

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

5.1a: Premium Sharing: Eligible bargaining unit members who choose to enroll in the University's health insurance plan will contribute the following percentages of the Fully Insured Equivalent or such other calculation as detailed in Appendix J or such lesser percentage that the University charges to any other employees, for medical, dental, vision and prescription drug benefits:

A. Effective July 1, 2021 and continuing through June 30, 2022, All employees shall contribute fifteen (15) percent of the fully insured equivalent rate for their subscriber selection. Effective July 1, 2022, all bargaining unit members shall contribute eighteen (18) percent of the fully insured equivalent rate for their subscriber selection.

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

5.1b: Office Visit Co-pay: ~~The University shall continue to maintain co-pays as identified in Appendix J for the duration of the Agreement.~~

5.2: 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.

5.3: 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.

5.4: 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.

5.5: Prescription Coverage: ~~The University will maintain a prescription drug program detailed in Appendix J.~~

5.56: 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. If the second opinion differs from the first opinion, the bargaining unit member or covered dependent may choose to obtain a third opinion. The cost of the optional second opinion and/or third opinion shall be covered by the University.

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

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

5.89: Section 125 and Premium Pass-Through Benefits: The University shall contract with a carrier to serve as Third Party Administrator (TPA) for Section 125; those plans are premium pass-through, flexible spending account and dependent care account benefits for University employees. Eligibility for, and use of, this program shall be governed by IRC Section 125. There shall be no initiation or sign up fees for employees. Monthly administrative charges, if any, for the TPA shall be paid by payroll deduction by those employees selecting this benefit. Employee contributions under Section 125 shall also be made by payroll deduction up to the maximum of allowable amount for the Flexible Spending Account and the Dependent Day Care under applicable federal regulations per account. An individual selecting this plan shall participate in the plan from January 1 to December 31.

5.910: Catastrophe Benefits: Any member of the bargaining unit who is injured effecting an arrest or by gunshot, knife wound, severe beating, vehicular assault, or vehicular accident in pursuit of a suspect, and as a result is unable to perform ~~their his/her~~ duties for a period of two months or longer, shall receive a lump sum payment of six thousand dollars (\$6,000). If a bargaining unit member dies from injuries from said incident within ninety (90) days, a payment of six thousand dollars (\$6,000) shall be made to the estate of the bargaining unit member. These provisions are subject to the following exceptions and limitations:

- A. This provision shall not apply to any incident involving any gunshot, knife wound or vehicular assault or accident that is self-inflicted.
- B. Any injured bargaining unit member is subject to the physical examination provided for in Section 1920.-B.8.
- C. Only one payment of six thousand dollars (\$6,000) will be paid for each incident.
- D. This benefit for effecting an arrest, severe beating, vehicular assault or vehicular accident shall apply only in cases in which the employee is hospitalized for forty-eight (48) hours or longer as a result of the incident.

In the event a bargaining unit member dies as a result of an incident described above, the University will pay to the bargaining unit member's estate an amount equal to the cash value of all accrued but unused sick leave as of the date of death, computed at the bargaining unit member's last hourly rate of pay.

5.1011: Life Insurance — Retirees Conversion Policy: Bargaining unit members who retire with ten (10) or more years of University service are eligible for a convertible life insurance policy through the carrier as of the date of their retirement (rounded to the nearest multiple of \$1,000) to

a maximum of \$75,000. Such policy for a retiree will not include accidental death and dismemberment insurance.

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

5.123: 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 they~~he/she~~ becomes eligible for disability benefits under such state fund.

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

5.15: 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.~~

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

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

ARTICLE 6 GRIEVANCE PROCEDURE

6.1: Definition: The purpose of this Article is to set forth a prompt and equitable method for resolving disputes between the parties during the term of this Agreement. Under this Article, a member(s) of the bargaining unit or the F.O.P. may file a grievance in which they~~he/she~~ claims there has been a violation of this Agreement. Nothing in this Article is intended to discourage or prohibit informal discussion of a dispute prior to the filing of a formal grievance.

6.2: Procedure: A grievance is filed at Step 1 unless the parties agree that it is properly initiated at Step 2 or Step 3. A grievance is filed on the form which appears in Appendix A~~F~~ to this Agreement, after the grievant secures a grievance number from the Chief Human Resources Officer or their~~his/her~~ designee. A grievance must be filed within twenty (20) days of the event giving rise to the grievance, or within twenty (20) days after the grievant knew the facts which are the subject of their~~his/her~~ grievance. All references to "days" in this Article are to calendar days. The time limits specified in this Article may be extended only by the mutual agreement of the

parties. If the grievant, or the union, fails to appeal a disposition of a grievance within the specified time limits, the grievance shall be considered settled on the basis of the last disposition by the University. If the University fails to reply within the specified time limit, the grievance shall automatically be advanced to the next level of the grievance and arbitration procedure.

6.3: Grievance Hearings: Each grievance hearing will be conducted by the designated administrator in an effort to determine what if any violation of this Agreement has occurred. Hearings will be attended by the grievant and by a representative(s) designated by the F.O.P. If a grievance hearing is held during the working hours of the grievant and/or one (1) F.O.P. representative, the grievant and/or the F.O.P. representative shall be paid for the time spent at the grievance hearing. However, within these limitations, the University will, to the extent feasible, seek to schedule hearings at convenient times.

6.4: Independent Grievances: An employee shall have the right at any time to present a grievance to the University, and to have such grievance adjusted without the intervention of the F.O.P. or F.O.P. representative, provided that the adjustment is consistent with the terms of the Agreement; and provided that the F.O.P. has been given the opportunity to have a representative present at such adjustments.

6.5: Class Action Grievances: When a group of two or more employees are eligible to file a grievance, the grievance may be filed on behalf of the affected employees by the Staff Representative of the F.O.P./O.L.C. Any such class action grievance shall include a list of employees that are covered by the grievance.

6.6: Step 1: Within twenty (20) days following an occurrence the grievant believes to be a violation of this Agreement, the grievant may formally file a grievance by securing a grievance number from the Chief Human Resources Officer, or their~~his/her~~ designee, by completing a Grievance Form, and by submitting the completed form to the Chief of the YSU Police, with a copy to the Chief Human Resources Officer, or their~~his/her~~ designee. Within ten (10) days after receiving the grievance, the Chief of Police will hold a grievance hearing, and within ten (10) days following the hearing they~~he/she~~ will complete a Grievance Disposition Form, distributing the original to the grievant and providing a copy to the F.O.P. Within ten (10) days following the receipt of the Chief of Police's Step 1 disposition, the grievant may appeal the disposition to Step 2 by completing and distributing a Grievance Disposition Reaction Form.

6.7: Step 2: Within ten (10) days following receipt of an appeal from a Step 1 disposition, the ~~Vice President for Administration~~ Director of Labor Relations, or 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 F.O.P. If the ~~Vice President~~Director of Labor Relations ~~for Administration~~, or designee, holds a grievance hearing, they~~he/she~~ shall execute and distribute a Grievance Disposition Form within ten (10) days following the hearing. A hearing is required if the grievance is filed initially at Step 2. Within ten (10) days following receipt of the ~~Vice President for Administration~~Director of Labor Relation's, or designee's, Step 2 disposition, the grievant may appeal the disposition to Step 3 by completing and distributing a Grievance Disposition Reaction Form.

6.8: Step 3: Within ten (10) days following receipt of an appeal from Step 2, the Chief Human Resources Officer, or their~~his/her~~ designee, shall 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 F.O.P. If the Chief Human Resources Officer, or designee, holds a grievance hearing, they~~he/she~~ shall complete and distribute a Grievance Disposition Form within ten (10) days following the hearing. A hearing is required if the grievance originates at Step 3.

6.9: Step 4: Within ten (10) days following receipt of the Chief Human Resources Officer's, or designee's, Step 3 disposition, the grievant may appeal the disposition to Step 4 by completing a Grievance Disposition Reaction Form and ~~hand~~-delivering it to the office of the Chief Human Resources Officer. The grievance will be advanced to binding arbitration if the F.O.P. supports the arbitration of the grievance by so advising the Chief Human Resources Officer, in writing, not later than thirty (30) days following the timely ~~hand-delivering~~delivery of the grievant's appeal to Step 4 to the office of the Chief Human Resources Officer.

6.10: Within ten (10) days after giving written notice that it supports the arbitration, the F.O.P. must request from the Federal Mediation and Conciliation Service a panel of seven (7) arbitrators whose primary addresses are within the State of Ohio and 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. If the parties are unable to agree upon which of those seven (7) nominees shall serve as an 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. 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.

6.11: Arbitrability: The following matters are not arbitrable: the removal of a probationary employee, ~~alleged violations of Article 11 ("Non-Discrimination")~~, any matter subject to the jurisdiction of the Ohio State Personnel Board of Review, or the State Employment Relations Board, and any matter not directly relating to the meaning and application of the terms of this Agreement. If there is a question concerning arbitrability, either party may request that the arbitrator rule on the arbitrability of the grievance. If the arbitrator finds the grievance to be arbitrable, ~~he/she~~they shall proceed to hold a hearing on the merits of the grievance.

6.12: Arbitrator's Authority: The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

6.13: Costs: Arbitration hearings will be held on the University campus, in facilities provided at no cost by the University. The University shall provide parking accommodations at the location of the hearing for those persons who are attending to represent the Union. The Union will notify the Employer three (3) days prior to the hearing regarding the number of required spots. The fees and expenses of the arbitrator shall be shared equally by the parties. Other expenses will be borne by the party incurring them.

6.14: A bargaining unit member requested to appear at an arbitration hearing by either party shall attend. If this occurs during their~~his/her~~ regularly scheduled shift, they~~he/she~~ shall be paid at the regular rate. Any request for the attendance of witnesses shall be made in good faith, and at no time shall more than three (3) bargaining unit members be present on behalf of and/or at the request of the F.O.P. In the event the Union believes the presence of more than three (3) bargaining unit

members is necessary, it shall be discussed with the University at least two (2) weeks in advance of the arbitration hearing, and a decision will be made on a case by case basis.

6.15: Award: The arbitrator's decision and award will be in writing and the parties will request that it be delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

6.16: Other cases: The provisions of this article shall be available to the University to resolve disagreements with the F.O.P. concerning the terms of this Agreement, following the submission in writing to F.O.P. of the matter of disagreement and a meeting of the parties in lieu of the Step 3 hearing provided herein.

6.17: The parties intend that in accordance with the provisions of the Ohio Revised Code 4117.10(A), the Ohio State Personnel Board of Review shall have no jurisdiction during the term of this Agreement over any matter addressed by the provisions of this Agreement.

ARTICLE 7 **UNIVERSITY/F.O.P. RELATIONS AND RESPONSIBILITIES**

7.1: The parties agree that it is desirable that they develop and maintain a working relationship of mutual respect. 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 necessary to fulfill its obligations under this Agreement. The F.O.P. agrees that there shall be no F.O.P. 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 employees 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.

7.2: Representatives of the University and the F.O.P. shall meet regularly at mutually convenient times to discuss informally matters of mutual concern. Either party may formally request that a specific topic be discussed, providing the request is made in writing a minimum of ten~~five~~ (5)~~10~~ 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 F.O.P. to renegotiate or reopen any provisions of this Agreement during any meeting with representatives of the other party.

7.3: Aggregate leave of up to fourteen (14) days each year shall be granted to no more than four (4) duly elected delegates of the Youngstown State University Chapter of the F.O.P. to attend the F.O.P.'s conventions, functions, and meetings, provided that only two (2) bargaining unit members may use this leave at the same time. This means one member of the bargaining unit at eight (8) days, or two members of the bargaining unit at four (4) days. A minimum of thirty (30) days written notice shall be provided to the University prior to taking such leave. Leave for this purpose shall be paid leave and considered in active pay status.

7.4: Either party to this Agreement shall furnish the other, upon written request, information related to the negotiation or administration of the Agreement, provided such information is available and can be furnished at reasonable expense, such request allows reasonable time to assemble the information, and the party from whom the information is sought may determine the form in which such information is submitted. The Union will receive a copy of the annual budget, agendas and minutes of the 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 and communications distributed generally to classified bargaining unit members of the University. F.O.P. will provide the University with copies of written communications distributed to the general membership of the bargaining unit. ~~Each member of the bargaining unit will receive a report of his/her sick leave, compensatory time and vacation balance each pay period.~~

7.5: The University agrees to provide the Union with copies of such written work rules as are promulgated by the University in accordance with this Agreement. 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. Bargaining unit employees will not be disciplined for action or conduct that is consistent with written work rules or policies.

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. Disputes concerning alleged discriminatory harassment may be grieved, but the grievance may not be appealed beyond step 3; this means that grievances of this nature may not be submitted to arbitration.

7.7: Any bargaining unit member who leaves the department will lose seniority in the bargaining unit on a time-for-time basis.

ARTICLE 8 **RETAINED MANAGEMENT RIGHTS**

The University retains all rights necessary to operate the University, except as those rights may be modified by the provisions of this Agreement. These retained rights include but are not necessarily limited to the general grant of authority specified in Ohio Revised Code 3356. These retained rights include but are not necessarily limited to those rights commonly known as management rights, which are delineated in Ohio Revised Code 4117. These retained rights include but are not necessarily limited to the right to:

- A. Conduct and grade civil service examinations, rate candidates, establish eligibility lists; and make original appointments therefrom; or, alternatively, to post announcements for positions to be filled by original appointment from among qualified applicants responding to the posting, and to make appointments from the pool of applicants;
- B. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

- C. Direct, supervise, evaluate, or hire employees;
- D. Maintain and improve 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 employees;
- G. Determine the adequacy of the work force;
- H. Determine the overall mission of the employer as a unit of the government;
- I. Effectively manage the work force;
- J. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 9 **F.O.P. RIGHTS**

9.1: In addition to other rights and privileges accorded to the F.O.P. elsewhere in this Agreement, the F.O.P. shall have the rights specified in this article for activities related to the administration of this Agreement and the members of the bargaining unit defined herein.

9.2: Duly authorized representatives of the F.O.P. shall have access to the University premises for the purpose of transacting official F.O.P. business consistent with the Agreement, providing this shall not interfere with or disrupt the normal conduct of University affairs.

9.3: The F.O.P. shall be permitted reasonable use of University rooms for meetings on the same basis as other employee groups, e.g., the YSU-OEA.

9.4: The F.O.P. shall be permitted exclusive use of one (1) University bulletin board and one (1) storage locker in the YSU Police Department, and reasonable access to mailboxes and mail service for communication with members of the bargaining unit.

9.5: The F.O.P. shall have the right to utilize the University printing/reproduction services for the duplication of printed matter on the same basis as other employee organizations, provided the University is paid for such duplication. The F.O.P. shall have the use of a mailbox located in Postal Service, at no cost to the F.O.P. These privileges shall be available only for activities directly related to F.O.P.'s role as exclusive representative. Abuse of these privileges shall be grounds for termination of the privileges.

9.6: Copies of this Agreement shall be posted in electronic format on the University's Human Resources webpage for download in a printable PDF format, ~~printed at the shared expense of the University and the F.O.P. and distributed to each member of the bargaining unit.~~ The University shall provide the F.O.P. with ~~an additional~~ ten (10) copies of this Agreement. ~~The University will~~

~~post a copy of the Agreement on the Human Resources website.~~ The F.O.P. may purchase additional copies at its own expense for the cost of production.

9.7: The University shall recognize the FOP OLC associates for each bargaining unit group as the Union stewards designated by the Union. Stewards shall be authorized to investigate grievances and to represent employees in grievance adjustments, as provided by Article 6 ("Grievance Procedure"). The Union shall inform the University in writing of those employees designated as stewards prior to the University's recognition of those persons as stewards. The Union will notify the University promptly of changes in the list of stewards.

9.8: Union stewards recognized in Section 9.7, shall be permitted up to one and one-half (1.5) steward-hours each week to investigate grievances during the paid working hours of the stewards. The one and one-half (1.5) hours shall apply to all recognized stewards, that is, one (1) steward at one and one-half (1.5) hours or two (2) stewards at seventy-five hundredths (.75) hour, etc. The steward-hours, if unused in a given week(s), may accumulate to a maximum of five (5). 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. Advance permission must be granted by the steward's supervisor and by the chief steward or Union president prior to investigation of a grievance during paid hours. If a steward leaves ~~their~~^{his/her} work area to investigate a grievance in another work area, the steward will also secure the permission of the supervisor in the grievant's area before talking to the grievant. The University agrees that permission to investigate a grievance will not be denied unreasonably. No individual steward may devote more than six (6) hours of paid time to grievance investigation during a given week without the permission of the University. The Union will advise the University in writing once each month of the activities of the Union stewards engaged in under the provisions of this section of the Agreement, specifying the amount of time spent by each recognized steward.

9.9 The University shall continue to provide office space in the police building to be utilized by the FOP OLC and the designated associates for assistance to members and furthering the labor relations process. Such space shall be equipped with power and be of sufficient size to allow one-on-one meetings with members and storage of labor-management-related documents and research aids.

ARTICLE 10 DUES DEDUCTION

10.1: The University agrees to deduct FOP dues from any member of the bargaining unit who signs an authorized payroll dues deduction card. Such card shall be furnished by the FOP. It is agreed by the University that either within two (2) weeks, or the next payday; whichever is later, after said card is submitted for payroll deduction of dues, that deductions for new members will be made.

During the first pay period in January and July of each year, the University shall provide the FOP/OLC with a roster of all bargaining unit employees. Additionally, should the University receive notice from a bargaining unit member wishing to cease dues deduction and withdraw from FOP/OLC membership, the University shall notify the FOP/OLC in writing within seven (7) days of this request.

All dues collected shall be paid over by the University once each month to the FOP/OLC, 222 East Town Street, Columbus, Ohio 43215-4611.

10.2: Upon proper individual authorization, the University shall administer the following payroll deductions each pay period:

- A. Up to two tax-exempt charitable organizations, including United Way;
- B. ~~U.S. Government Savings Bonds;~~
- C. Tax-sheltered annuities, Individual Retirement Accounts (IRA), and IRS approved 403(b) programs;
- ~~D. Associated School Employees Credit Union;~~
- ~~E. The YSU Foundation Annual Fund.~~

A bargaining unit member may enroll in a tax-sheltered annuity program once a year.

10.3: The F.O.P. hereby agrees to hold the University harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the F.O.P. shall indemnify the University for any such liabilities or damages that may arise.

ARTICLE 11 **NON-DISCRIMINATION**

~~11.1: The University and the Union reaffirm their mutually held responsibility, under federal and state laws and executive orders relating to fair employment practices, that no individual shall be unlawfully discriminated against on the basis of race, color, age, religion, sex, national origin, disability, sexual orientation, or identity as a disabled veteran or veteran of the Vietnam era.~~

~~11.2: The University and the Union agree that neither shall discriminate against any individual on the basis of membership or non-membership in the Union or on the basis of lawful participation or refraining from participation in the activities of the Union.~~

~~11.3: The parties agree that our society presently offers various sources of relief to persons found to have been victims of discrimination, such as the Ohio Civil Rights Commission, Equal Employment Opportunity Commission and the State Employment Relations Board. The parties further agree that any individual who believes that he/she has they have been unlawfully discriminated against, in violation of the provisions of this article, shall proceed to file a complaint with the University Equal Opportunity Office Affirmative Action Officer, or with other appropriate agency(ies), but that such complaints shall not be processed under the provisions of Article 6 ("Grievance Procedure") of this Agreement.~~

ARTICLE 112 HEADINGS

It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor affect any interpretation of any such Article.

ARTICLE 123 WORK SCHEDULES

123.1: Each non-probationary member of the bargaining unit shall be afforded the opportunity to bid on a work schedule by seniority in the classification. The work schedule shall normally consist of eight (8) consecutive hours a day and forty (40) hours a week, consisting of five (5) consecutive eight-hour days. However, the parties may mutually agree to alternative work schedules. The actual bidding process is outlined in Section 123.3.

123.2: Changes in non-probationary employees' normal work schedules shall be posted in writing on a bulletin board in the department or work unit a minimum of five (5) calendar days prior to the effective date of the change, except when earlier notification is mutually agreeable to the employee and the University, and except when changes are necessitated by emergency. The announcement shall specify the duration of the schedule change. Only the President, Chief of YSU Police or their his/her designee are authorized to declare that an emergency exists.

123.3: The work schedule each non-probationary bargaining unit member works shall be determined by a bidding process as follows:

- A. Each job classification shall have separate bidding.
- B. Seniority by classification will determine the sequence of who bids first, second, third, etc. The member who has the greatest classification seniority will have the first bid, the member who has the 2nd greatest classification seniority will bid 2nd, etc. This procedure will prevail down to the bargaining unit member with the least amount of classification seniority who will have the final bid.
- C. The "Bid Sheet" will be posted on the F.O.P. bulletin board a minimum of four (4) weeks prior to taking effect. Within one (1) week of posting, each all members will sign the sheet promptly next to the open slot they he/she wishes to work.
- D. Employees will bid work schedules once per year in conjunction with the spring semester. The work schedule shall take effect on the first Sunday of the first week of the spring semester.
- E. The "Bid Sheet" shall state the effective dates (Starting/Ending) Shift & Hours, Days Off. ~~Each member shall receive a copy of the entire work schedule after it has been completed.~~

123.4: The University may reassign employees from one shift to another when the University determines such action is necessary. In making such reassignments, the seniority, by classification

of the non-probationary employees involved, will govern and a non-probationary employee may reject a reassignment provided ~~he/she is they are~~ senior, by classification, to another non-probationary employee in the department who is qualified to perform the necessary work. If the reassignment is undesirable to all the available non-probationary employees in the classification affected, the least senior non-probationary employee, as provided in Section 123.5, will be assigned to the shift in question.

123.5: For purposes of work schedules, seniority shall be calculated from the effective date of appointment of the employee's current period of uninterrupted service in ~~their his/her~~ present classification as a member of the regular full-time classified Civil Service staff of the University. (This means that if any member of the bargaining unit has left or been separated from the employment of the University and subsequently has been reappointed to a different position in the University's classified Civil Service staff, ~~their his/her~~ seniority for purposes of work schedules shall be calculated from the latest effective date of employment in ~~their his/her~~ present classification as a member of the full-service classified Civil Service staff of the University.) Employee seniority lists shall be maintained by the University and will be furnished to the F.O.P. ~~during the months of October and March.~~

123.6: The University reserves the right to determine the method whereby employees' arrival at and departure from work are recorded; such methods may include time clocks, sign-in sheets, or other methods as appropriate. No employee shall sign in or clock in for another employee.

123.7: Employees who are late for work shall be docked no more than the time of tardiness. If an employee is occasionally tardy for work for a period of fifteen (15) minutes or less, the employee may request to make up the work missed on the day of tardiness at the end of ~~their his/her~~ shift. Such requests 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 shall be grounds for denying all such requests to an individual, and that non-occasional tardiness may be grounds for disciplinary action.

123.8: No bargaining unit member shall work continuously for more than sixteen (16) hours, except when an emergency has been declared, as provided in Section 134.6.

ARTICLE 134 OVERTIME

134.1: Employees who are in active pay status, excluding the use of paid sick leave, for more than forty (40) hours in a given week, at the direction of the University, shall be paid overtime at one and one-half (1.5) times regular pay or, at the discretion of the employee, receive compensatory time off at the rate of one and one-half (1.5) hours for each hour of overtime worked. "Week" means the 168-hour period from 12:01 a.m. on Sunday through midnight at the end of the following Saturday. Compensatory time off must be taken when such time off shall not be unduly disruptive to the University's operations. The procedures for requesting of short-notice vacation in Article 18.8 will also be applied to requests for use of compensatory time. Compensatory time not taken in accordance with the preceding sentence will be paid off at the bargaining unit member's current rate of pay. A bargaining unit member may not exceed a 200-hour compensatory time balance. If a 200-hour balance exists, the employee will automatically be given pay for any overtime worked.

The University shall convert to cash at the current hourly rate of the employee an amount equal to fifty percent (50%) of the employee's accumulated compensatory time balance ~~on December 31 of each year at the end of the last full pay period in December~~. The payment for the conversion shall take place on the first payday following the ~~first~~^{second} full pay period after January 1 and such payment shall be made to the employee as part of the employee's regular paycheck. Employees may elect to convert all or part of ~~their~~^{his or her} compensatory time balance to a payment at the employee's current hourly rate by submitting a request to the University. Such payment shall be included in the employee's regular paycheck and shall be made on the first payday following two weeks after the employee submits the request to the University.

134.2: An overtime opportunity exists when the University needs the services of one (1) or more members of the bargaining unit for more than forty (40) hours of work or active pay status, excluding the use of paid sick leave, in a given week. ~~The University will rotate overtime opportunities among members of the bargaining unit who regularly perform the duties to be performed on an overtime basis. The University will maintain a roster of overtime assignments to members of the bargaining unit, and will post the roster in the YSU Police office. Overtime shall be offered to the bargaining unit member in the job classification needed who has the least aggregate overtime credit for overtime worked or refused; provided, The University will offer overtime opportunities to available bargaining unit members in order of the aggregate overtime roster provided by the bargaining unit.~~ The University shall have the right in unusual circumstances to assign overtime outside the ordinary rotation. Furthermore, no employee will be eligible to work overtime for at least twenty-four (24) hours after the end of the shift for which the employee reported off sick. The University will offer all overtime details and opportunities that require more than one police officer to full-time bargaining unit members first at a 1:1 ratio of bargaining unit members to non-bargaining unit members~~employees~~, with the odd~~even~~-numbered overtime detail or opportunity being offered to the bargaining unit member. If an insufficient number of bargaining unit members accept the available number of overtime opportunities, then the University may fill those overtime opportunities with non-bargaining unit employees. When a detail is staffed by multiple bargaining unit members and involves multiple types of work assignments, bargaining unit members may select on a seniority basis the work assignments designated by the University to be performed by bargaining unit members before offering the assignment to non-bargaining employees. The parties agree that current permanent details, dormitories, courtyards and the Recreation Center are not included in this formula.

134.3: ~~The overtime roster shall roll over month to month on a continuous basis. The overtime rosters listing the bargaining unit members' aggregate hours will be updated weekly. The aggregate hours listing will not include those hours spent by a bargaining unit member while in court on behalf of the University, or while attending University disciplinary hearings. The F.O.P. bargaining unit will provide on a weekly basis an aggregate overtime roster before the end of the day Sunday. If no aggregate overtime roster is provided by the end of the day on Sunday, the previous week's aggregate overtime roster will be used until a new aggregate overtime roster is provided. The current week aggregate overtime roster may be used to fill overtime details scheduled out to Tuesday of the following week. The bargaining unit's aggregate overtime roster procedures are listed in Appendix G of this Agreement. Because the aggregate overtime roster is administered by the bargaining unit, the procedures in Appendix G are not subject to Article 6 (Grievances) of this Agreement.~~

~~134.4: A bargaining unit member who is offered but refused an overtime opportunity shall be credited on the roster with the amount of overtime refused, subject to the following limitations and exceptions:~~

- ~~A. If more than one event or activity occurs simultaneously or overlaps, the employee who is absent or refused the opportunity shall be charged only with the amount of hours of the event with the shorter duration.~~
- ~~B. Refusal of overtime will not be credited against a bargaining unit member if the overtime offer is made within two (2) hours of the start of the overtime.~~
- ~~AC. When a bargaining unit member is scheduled to attend training session(s) for compensatory time only, this time shall not be considered actual overtime and not be charged to the member's total aggregate hours on the overtime roster.~~
- AD. Bargaining unit members who are offered overtime, for replacement of employees due to unscheduled absences or other unanticipated events, will promptly accept or decline the opportunity. In the event a bargaining unit member's ~~residence~~ is contacted via phone and the bargaining unit member does not accept the overtime opportunity immediately, the University may move to the next eligible bargaining unit member on the overtime list.
- BE. Scheduled overtime opportunities will be forwarded to the appropriate person for staffing a minimum of ~~seven three~~five (7-35) days prior to the date of the event. It is agreed that there may be times when an unanticipated overtime assignment becomes available and it may not be possible to have this information forwarded by the deadline above. In all cases, copies of the Request for Police Services and Call Out Sheets will be forwarded to the President of the FOP Labor Council. Bargaining unit members who are contacted for overtime opportunities will accept or decline the overtime opportunity as quickly as possible, but in no case later than ~~twelve~~six (42 6) hours from the time the overtime was offered. Contact includes messages left with another party, answering machines, pagers, or cell phones. If a bargaining unit member fails to accept or decline the overtime opportunity within the time period specified above, ~~they he/she~~ will forfeit the overtime opportunity, ~~and be charged with a refusal on the Aggregate Overtime Roster. Copies of all completed Aggregate Overtime Rosters will be forwarded to the FOP.~~

134.5: When an employee works during hours outside of ~~their~~his/her regularly scheduled workday, and those additional hours do not abut ~~their~~his normal workday, the employee shall be paid ~~the larger of A) five (5) hours of regular pay, or B) the actual number of hours worked at a minimum of four hours at the rate of~~ one and one-half (1.5) times the employee's regular hourly rate of pay. This provision applies to appearances in court on behalf of the University.

134.6: An emergency exists when the Chief of YSU Police, President, or ~~their~~his/her designee, determine current or potential conditions on the YSU campus warrant the immediate call out or hold over of bargaining unit members is necessary for the health or safety of the University community. If an emergency occurs which results in the University having to assign members of the bargaining unit to additional duty or to modified schedules with less notification than is

specified by Section 123.2 ("Work Schedules"), the University will provide affected bargaining members with as much advance notice as is feasible, will rotate overtime opportunities among bargaining unit members to the extent feasible, and a representative of the University will meet with the F.O.P. promptly to discuss the nature of the emergency and the manner in which it was accommodated. If the YSU Police Chief or their his designee determines that any extra detail or shift cannot be adequately staffed as a result of the inability to obtain intermittent, part-time, or full-time employees, a bargaining unit member may be required to work the assignment. These assignments will be made on a rotating basis according to least seniority. That is, the bargaining unit member with the least seniority in the classification will be required to work the first such assignment, the next least senior bargaining unit member in the classification the second such assignment, and so on. A holdover/force out roster for each classification with holdover/force out dates will be kept in Dispatch. The University agrees to give as much notice as possible for pre-scheduled shifts and events/details that require a holdover/force out. In the event of an unscheduled or short notice need for a holdover/force out for a shift or detail, the bargaining unit member with the longest time since the last holdover/force out according to the holdover/force out roster in the classification on the prior shift will be required to work. All holdover/force out notifications will be made by a supervisor in person or via telephone.

134.7: A bargaining unit member who does not want to work regular, non-emergency overtime may waive their his/her right to the rotational opportunity to work overtime established in this Article. It is the employee's responsibility to inform the University in writing by January 31 and June 30 of each calendar year of their his or her intent regarding this right.

134.8: 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 or refused~~ in the proper order given on the current aggregate overtime roster, the University ~~shall have the opportunity to correct the error by granting~~ will offer the employee involved the next normal ~~opportunity for~~ overtime opportunity they are available for within their his/her overtime group first.

134.9: A bargaining unit member required to work continuously for more than sixteen (16) hours in accordance with Sections 123.8 and 134.6 shall be paid at two and one-half (2.5) times regular pay for each hour exceeding sixteen (16) hours.

ARTICLE 145 HOLIDAYS

145.1: The University shall observe those legal holidays established by the State of Ohio. ~~These holidays are: the first day in 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, and the twenty fifth day of December; and any other day appointed and recommended by the Governor of the State of Ohio or the President of the United States as a permanent legal holiday and not a one-time or limited occasion.~~

1.	New Year's Day	6.	Labor Day
2.	Martin Luther King Day	7.	Columbus Day
3.	President's Day	8.	Veterans Day

4. <u>Memorial Day</u>	9. <u>Thanksgiving Day</u>
5. <u>Fourth of July</u>	10. <u>Christmas Day</u>
	11. <u>Juneteenth National Independence Day</u>

145.2: For purposes of pay, holidays shall be those days enumerated in Section 145.1 above, regardless of whether the University formally observes the holiday on that day or on another 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, their~~his/her~~ entire scheduled workday immediately preceding the holiday and their~~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.

The method used to determine which bargaining unit members work a holiday will be determined by the classification seniority of the persons normally scheduled to work each shift on that holiday. 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.~~

If a bargaining unit member is not scheduled to work on a holiday, and has forty (40) hours in active pay status, excluding the use of paid sick leave, during the week in which the holiday falls, they shall be paid one and one-half (1 ½) times their hourly rate of pay for the holiday on which they did not work. However, at the bargaining unit member's option they~~he/she~~ may request the hours earned be added to the bargaining unit member's total hours of Compensatory Time instead of receiving pay.

If a bargaining unit member is not scheduled to work on a holiday, and has less than forty (40) hours in active pay status, excluding the use of paid sick leave, during the week in which the holiday falls, they shall be paid their hourly rate of pay for the holiday on which they did not work.

A member of the bargaining unit who is required to be on duty on a holiday observed by the University, as defined in Section 145.1, shall be paid an additional one and one-half (1.5) times their hourly rate of pay if the duty falls within their regular forty (40) hour work week. A bargaining unit member who is scheduled to work on a holiday and reports off sick will be required to request the use of sick leave for the time missed and will be paid their hourly rate of pay.

A bargaining unit member who is required to be on duty on a holiday observed by the University, as defined in Section 145.1 and has less than forty (40) hours in active pay status, excluding the use of paid sick leave, during the week in which the holiday falls, shall be paid their hourly rate of pay for the holiday on which they worked or were mandated. A bargaining unit member who is scheduled to work on a holiday and reports off sick will be required to request the use of sick leave for the time missed and will be paid their hourly rate of pay.

~~Within one (1) month following the execution of this Agreement, the Chief Human Resources Officer and the Union President will each appoint two (2) individuals to serve on a Holiday Pay committee. The purpose of the committee will be to review Article 15, to confirm that the language of Article 15 is consistent with current practice, and if not consistent with current practice, to make~~

~~recommendations to the University and the Union regarding revised language for this article. Should both parties agree with the recommendations, the University will recommend a Memorandum of Understanding (MOU) to the Board of Trustees and the Union will recommend the MOU to the bargaining unit membership to revise the language contained in Article 15. The process will be completed within seven (7) months following the execution of this Agreement. If the process is not completed within this timeframe or the parties do not reach agreement, the language of the December 13, 2018 Tentative Agreement will govern.~~

ARTICLE 156 EVALUATIONS

156.1: An employee shall have their~~his/her~~ performance officially rated or evaluated by the Chief of the YSU Police or ~~his/her~~their designee once during the first half of the probationary period ~~through a progress check-in~~, once ~~at the end~~~~during the second half~~ of the probationary period, and at least once each year thereafter. The performance evaluation ~~process form to be used in evaluation appears as Appendix G to this Agreement is an on-line process with the evaluation form available in the electronic system for the benefit of both and the supervisor and bargaining unit member. The form to be used in evaluations appears in Appendix BG.~~

156.2: When an evaluator has completed an evaluation, ~~he/she~~they will meet with the employee during working hours to review and discuss the evaluation; to answer questions concerning the evaluation and to clarify it; and to provide such information as is available and relevant to the evaluation. (If work records in the department are utilized in preparing the evaluation, the employee will have an opportunity to review those records.)

156.3: The employee shall ~~receive and acknowledge~~sign the evaluation via the on-line system ~~sign the evaluation form.~~ The employee's ~~acknowledgement~~signature shall certify that ~~he/she~~they ~~has~~ve reviewed the evaluation, but will not necessarily indicate agreement with it. ~~The YSU Police Department will provide the employee with a copy of the evaluation.~~ The completed ~~original~~ evaluation will be ~~inserted in the official personnel file~~ electronically stored.

156.4: An employee 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 6 ("Grievance Procedure"). Such grievance may be processed through step 3 of the grievance procedure. However, grievances over evaluations shall not be arbitrable. If the adjustment of the grievance includes a determination that the evaluation was procedurally flawed or based upon improper information, the University will nullify the evaluation and direct that it be redone. If an employee disagrees with the judgment of the evaluator, the employee may ~~electronically~~ 1) so note on the evaluation form; ~~and/or~~ 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, or his/her designee, under this provision will be appended to the evaluation form in the personnel file.~~

ARTICLE 167 STANDARDS OF PROFICIENCY

167.1: Members of the bargaining unit who are sworn police officers shall meet and maintain reasonable standards of proficiency and fitness for office. The University will make a reasonable effort to assist sworn police officers in maintaining standards of proficiency.

167.2: The failure of a bargaining unit member to meet minimum standards in the areas listed herein shall be grounds for disciplinary action which may include: reduction of classification, transfer to another existing department in the University for which the individual possesses the qualification, or possible separation from the University.

167.3: Each sworn officer shall maintain certification by the Ohio Peace Officer Training Council in conformity with Ohio law.

167.4: Each sworn officer shall annually demonstrate their~~his/her~~ proficiency with the firearm they are~~he/she is~~ directed to carry by meeting the standards provided in Appendix C~~H~~, YSU/F.O.P. Standards of Proficiency: Firearms.

167.5: Each sworn officer may be required by the University to receive a physical examination from their~~his/her~~ personal physician. The employee's personal physician will complete and return to the University a medical form which appears as Appendix D~~I~~ to this Agreement. The form will be classified as "Confidential" and, if appropriate, will be made available to a health education expert designated by the University who will consult with the officer and recommend a voluntary, individualized fitness program based on age, sex and present condition. The officer shall utilize their~~his/her~~ insurance plan from the University which provides for an annual examination to cover the cost of such exam. If any costs of the exam are not covered by the officer's insurance coverage, the expense will be paid by the University. If the University wishes to have its designated physician also conduct an examination of the officer, the University shall be responsible for the entire cost of such exam. The physical examinations will not include any testing for sexually transmitted diseases.

ARTICLE 178 PERSONNEL FILES

178.1: An official personnel file shall be maintained in the eOffice of ~~the~~Chief Human Resources ~~Officer or his/her designee~~ for each member of the bargaining unit. Personnel files are maintained and access provided to them in accordance with law, including Ohio Revised Code 1347 (Personal Information Systems).

178.2: Each employee shall have access to their~~his/her~~ official personnel file by appointment and at reasonable times. The University will also grant access to an employee's official personnel file to the employee's designated representative, upon written authorization of access by the employee.

178.3: An employee who has reason to believe that there are inaccuracies in materials contained in ~~his/her~~their personnel file shall have the right to submit a memorandum to the Chief Human Resources Officer or ~~his/her~~their designee requesting that the documents in question be reviewed to determine their appropriateness in the personnel file.

178.4: The University shall promptly review requests received under the provisions of Section 18.3. If the University concludes that the material is inappropriate for retention in the employee's personnel file, the material shall be removed and the employee so informed. If the University concludes that the material is appropriate for retention in the file, the University shall so inform the employee; in this event the employee shall have the right to submit a written statement noting his/hertheir objections to the material in question, and the Chief Human Resources Officer or his/hertheir designee shall attach the employee'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 employee's objections to the material.

178.5: An employee shall be given by campus email a copy of any document which is to be placed in theirhis/her personnel file but which does not include as part of its normal distribution a copy to the individual, or which does not originate with the individual.

178.6: Materials related to disciplinary action shall be removed from the individual's personnel file upon his/hertheir written request, providing thirty-six (36) months have transpired since the insertion of the material into the employee's file without intervening occurrences of disciplinary action. Material removed under the provisions of this section will not subsequently be used in any disciplinary or termination hearings.

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

ARTICLE 189 VACATION

189.1: Each member of the bargaining unit will earn annual vacation leave according to his/hertheir number of years of service with the University. Furthermore, total service for purposes of calculating vacation hereunder will also include active duty in the U.S. Armed Forces as well as their total Reserve Duty and National Guard Units as delineated on the employee(s) Department of Defense (DD) 214 or Certificate of Release or Discharge from Active Duty, rounded to the nearest full year. If less than six months of service as noted above, theyhe/she will be credited with the actual amount of service.

However, any bargaining unit member who had been earning vacation leave prior to July 1, 2012 according to theirhis/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. Vacation accrual shall be credited as follows:

YEARS OF SERVICE	ANNUAL ACCRUAL	PER PAY
Less than 1	None	0
1 but less than 7	10 days	3.1
7 but less than 13	15 days	4.6
13 but less than 22	20 days	6.2
22 but less than 25	25 days	7.7
25 or more	30 days*	9.2

* Applies only to bargaining unit members who accrued ~~or will accrue~~ vacation at this annual rate on or before June 30, 2018.

An employee must be in active pay status at least eighty (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 two (2) years of service. Vacation in excess of this maximum is eliminated from the employee's vacation leave balance.

189.2: Short Notice Vacation Selection: An employee may request to use vacation time that has not been selected during the annual selection period. Such selections shall be made and granted on first requested, first granted basis. ~~In the event of a conflict, department seniority shall govern the selection.~~ Unless there are exigent circumstances (to be determined by the Chief and/or the Lieutenants) employee must give fourteen (14) days' notice for short-term vacation requests, and the Employer will return requests ~~fourteen (14)seven (7)~~ days ~~after prior to the date when the requested has been submitted~~. However, nothing shall prohibit the granting of requests not made in 14 days by the Employer if scheduling/staffing is adequate.

~~189.3: Employees 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 respond to the request in a reasonable amount of time.~~ 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 ~~their his/her~~ return. If a member of ~~their his/her~~ immediate family dies while a bargaining unit member is on vacation and if the bargaining unit member attends the funeral, up to four (4) days of vacation may be converted to bereavement leave in accordance with Article ~~1920~~ H by providing the University with documentation of the death in the family.

189.4: The parties agree that the University retains the right to reschedule vacations in the event of serious and unanticipated problems. Should rescheduling of a vacation be necessary, the employee shall be so informed by the principal administrative officer before doing so and an effort will be made to make alternative arrangements to permit the bargaining unit member to take the vacation as scheduled.

~~189.5: An employee may be paid in advance of the regular payday for an approved scheduled vacation, providing the employee submits a request in writing on a University provided form a minimum of fifteen days prior to the effective date of the vacation. An employee going on vacation may be paid for the vacation period in advance of the regular payday on which they he/she would normally be paid for the vacation period, providing the employee 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~~ is only available to an employee 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 employee at the Payroll Office at the end of the employee's last working day prior to going on vacation. The advance vacation pay will be deducted from the subsequent paycheck(s) on which the employee would have received pay for the vacation period if the employee had not chosen advance vacation pay.

~~189.6: The Chief or his or her designee shall post a calendar whereby the employee(s) in the department shall have the opportunity each year to indicate the times they wish to be on vacation. Absent unusual circumstances, the Chief or his or her designee shall not change the system later than October 15 of any year for vacation scheduling in the following year.~~ The Chief or ~~his or her~~ designee shall specify in writing those times in the year, if any, where it is not desirable from an operational standpoint for staff to take vacation. There will be two separate vacation deadlines for annual vacation bidding. The first shall be November 15. This period will be used to sign up for full-week increments of vacation. The second will be November 30. This will be used to sign up for other increments of vacation not to exceed ten (10) increments of vacation in any year. Prior to scheduling any vacation, the employee shall have the vacation time available in ~~their~~his/her vacation balance. Once vacation has been approved, it shall be the obligation of the employee to take the vacation. The system shall provide that the employee with the greatest seniority in the classification shall have first choice of vacation time; the employee with the second greatest classification seniority shall have second choice, etc. The University will make a good faith effort to grant vacation requests for bargaining unit members who do not sign up prior to the two vacation periods listed above or who subsequently desire to change their scheduled vacation. Vacation schedules may subsequently be changed when mutually agreed to by the employee and the department head. Vacation requests submitted during the annual bid period will either be granted or denied and returned no later than January 31. All other vacation requests will be subject to Section 189.2 of this agreement.

189.7: Once a department vacation schedule has been developed for the office, the schedule will be posted in the department.

18.8: Requests for Leave Procedures: If a leave request is submitted and there is adequate staffing for that shift at the time the leave request is submitted the leave request will be approved and the bargaining unit member who requested the leave will be notified/leave request returned within seven days. If the request is for vacation leave made during annual vacation bidding periods, the leave will be granted by seniority. Any other requests for leaves regardless of type will be granted on a first requested, first granted basis.

If there is not adequate staffing at the time the leave request is submitted on a shift that a bargaining unit member is requesting leave, the leave will not be approved until the shift is adequately staffed.

If at any time after a leave request is submitted staffing becomes adequate, then the leave would be granted and the bargaining unit member who requested the leave will be notified and have the leave request returned within seven (7) days.

ARTICLE 1920 **LEAVES**

SUB ARTICLE 1920 A **DEFINITIONS AND GENERAL REQUIREMENTS**

For purposes of Sub Article 1920 B, Sub Article 1920 C, Sub Article 1920 D, Section 1920 E.1, Section 1920 E.2, Section 1920 F.1, Sub Article 1920 G and Sub Article 1920 H, the following definitions shall apply:

A. Child: biological, adopted, foster, stepchild, ward, or child of person standing in loco parentis

until the end of the month where said child turns 26 or older if incapable of self-care due to disability.

- B. Eligible bargaining unit member:** a bargaining unit member with at least one year of service who has worked at least 1,250 hours in the previous twelve (12) months.
- C. 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, legal guardian. ~~or any person who stands in place of a parent (in loco parentis).~~
- D. Parent:** biological father or mother, adoptive parents, step parents or foster parents, ~~or~~ person in loco parentis when employee was a child.
- E. 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 health care provider.
- F. 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.

Upon the request of the University, an employee on an approved leave under Sub-Articles 1920 C, 1920 D, 1920 G, 1920 I and any administrative leave, paid or unpaid, must turn in all badges, weapons, radio, keys and other University property for the duration of the leave.

SUB ARTICLE 1920 B SICK LEAVE

1920 B.1: 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 an employee is absent for three (3) consecutive work days or more for one of the above reasons ~~they~~he or she shall be required to provide certification from a physician that the employee was under the care of a physician and is fit to return to duty. Sick leave is also authorized for an illness in the employee's immediate family when the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member; a physicians' certification of the illness of the family member may be required if professional medical attention is required. Such certification shall be required if the bargaining unit member is absent for more than three (3) consecutive workdays. Such certification shall be submitted to the Chief Human Resources Officer or ~~their~~his/her designee.

1920 B.2: Retroactive to the first full pay period after the effective date of this Agreement, each member of the bargaining unit will earn sick leave at the rate of four and six tenths (4.6) hours for each eighty (80) hours of service. Sick leave is cumulative without limit.

1920 B.3: Sick leave may be used during any period of time when an employee is on ~~their~~his/her regularly scheduled forty (40) hour weekly work shift. Employees shall 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 shall be reported also on the employee's bi-weekly time record. Failure to report sick leave may result in disapproval of the sick leave.

1920 B.4: When an employee learns that they~~he/she~~ must use sick leave, the employee shall promptly notify the supervisor on duty, indicating the need for and probable duration of the sick leave as early as possible but no later than two (2) hours before the employee is scheduled to begin work. The employee must similarly report off each successive day of absence unless the employee has specified a specific period of absence or has provided documentation which establishes the need for an extended absence and specifies an estimated date for return to work.

1920 B.5: When an employee uses sick leave to visit a doctor, dentist or other medical provider, they~~he/she~~ shall provide written verification of the visit. The employee shall, whenever possible, inform the department head one (1) week in advance of such scheduled appointments of the employee and of immediate family members when the employee's presence at the appointment is reasonably necessary.

1920 B.6: To the extent permitted by law, where the University reasonably believes an employee is abusing sick leave and the University notifies the bargaining unit member of such belief, they~~he/she~~ may be required to furnish a certificate from a licensed physician for any subsequent absences. Any bargaining unit member abusing sick leave and/or showing a pattern of abuse shall be subject to disciplinary action in accordance with Article 204.

1. Disciplinary action, including removal, may be taken by the University against any employee who falsifies documents relating to the application for sick leave. Such action may also be taken against any employee 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 their~~his/her~~ designee may reasonably suspect pattern abuse. If it is suspected, the Chief Human Resources Officer or their~~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.

1920 B.7: To the extent consistent with, or permitted by, federal or state law, an employee 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 employee's personal physician that they are~~he/she is~~ able to perform the assigned duties of their~~his/her~~ position prior to their~~his/her~~ return to duty. An employee must give the University not less than three (3) days' notice of their~~his/her~~ availability to return to work following an extended absence unless a shorter period is mutually agreeable.

1920 B.8: To the extent consistent with, or permitted by, federal or state law, the University may require an employee who is not otherwise taking leave covered by the FMLA to undergo an examination, conducted by a licensed physician or licensed psychologist designated by the University, to determine the employee's physical or mental capabilities to continue to perform the duties of the position which the employee holds. The University shall pay the cost of such examination. If the employee's personal physician or psychologist differs from the University's designated physician or psychologist, the opinion of the employee's personal physician or psychologist shall be given due professional consideration.

1920 B.9: The University and the F.O.P. agree to the general principle that sick leave is provided to protect the income of the employee who suffers an occasional and prolonged illness or injury. The parties agree further that each employee should make a reasonable effort to build and maintain as large a sick leave balance as possible, as a form of income protection during situations involving major health problems.

1920 B.10: An employee who transfers from this department to another department of the University shall be allowed to transfer their~~his/her~~ accumulated sick leave to the new department.

1920 B.11: 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 their~~his/her~~ appointment by the University, may transfer to the University up to 260 hours of accrued but unused sick leave upon certification of sick leave balance by their~~his/her~~ former employer.

1920 B.12: Sick Leave Bonus: The University desires an incentive for employees not to abuse sick leave. Therefore, for each quarter of the year in which an employee does not use their~~his/her~~ sick leave, they~~he/she~~ will be entitled to a bonus of four (4) hours pay at their~~his or her~~ regular hourly rate of pay for each year of this agreement:

ABSENCE ON SICK LEAVE

January through March	4 hours
April through June	4 hours
July through September	4 hours
October through December	4 hours

If an employee has not met the above goals due to FMLA leave, then payment of the incentive will be denied.

Employees shall maintain a minimum balance of eighty~~forty~~ (80~~40~~) hours of accrued sick leave. Newly appointed members of the bargaining unit shall have eighteen months from the date of hire to accrue this eighty~~forty~~(80~~40~~) hour limit. Any employee without such accumulation shall be required to submit a signed medical practitioner's statement in order to receive sick leave payment.

SUB ARTICLE 1920 C

LEAVE WITHOUT PAY

With the approval of the Chief Human Resources Officer or designee, an eligible 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. Leave requests for leave without pay shall 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 Sub Article 1920 C and Sub Article 1920 D.

- A. Personal:** A bargaining unit member may request leave without pay for personal reasons for any period up to six (6) months.
- B. Educational:** A bargaining unit member who wishes to pursue formal education, training, or specialized experience which is related to their~~his/her~~ position in the YSU Police Department may be granted leave without pay for a period of up to two (2) years when the University concurs that the proposed leave activities will benefit the University as well as the employee. An employee on leave of this type may be returned to active pay status earlier than originally scheduled if the return is mutually acceptable to the University and the employee. The University may cancel the leave and direct the employee to return to active pay status if it is learned that the leave is not being used for the purpose for which it was granted: in this case the employee will be so notified in writing. A bargaining unit member taking educational leave without pay may maintain their~~his/her~~ insurance coverage by paying the group rate to the University.
- C. Employee Medical:** A bargaining unit member whose absence due to a serious illness or injury exceeds their~~his/her~~ accrued sick leave and he/she is~~they are~~ not eligible to receive FMLA leave may be granted employee medical leave without pay for up to twelve (12) weeks less any accrued sick, vacation or personal leave used, unless otherwise required by law. The University may require medical certification and/or a second or third opinion 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, they~~he/she~~ shall provide to the Chief Human Resources Officer, or their~~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 which indicates that the bargaining unit member is expected to be able to substantially and materially perform their~~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 an extension of medical leave without pay will be considered. A bargaining unit member taking employee medical leave without pay may maintain their~~his/her~~ insurance coverage by paying the group rate to the University.
- D. Worker's Compensation:** A bargaining unit member who suffers a work-related injury or occupational illness covered by workers' compensation that requires absence from work

must use paid sick leave until the employee receives temporary total or permanent total disability workers' compensation benefits. In accordance with University policy, An eligible bargaining unit member who ~~chooses to~~ receives temporary or permanent total disability compensation benefits from the Bureau of Worker's Compensation instead of using sick leave will be considered to be on ~~and will have those benefits run concurrently with, either FMLA leave, if eligible, or~~ a medical leave without pay as specified in Section 1920 C. Employee Medical. Bargaining unit members governed by this section shall receive all of the fringe benefits granted to those not on leave, 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. A bargaining unit member while on leave without pay for a Worker's Compensation claim may request a payout for all or a portion of ~~their his/her~~ accumulated compensatory time. Requests for payout of compensatory time will be approved. A bargaining unit member who receives sick, vacation, personal or other paid leave benefits during the period preceding the receipt of temporary or permanent total disability benefits must reimburse the University for any paid time off that also is covered by temporary or permanent total disability benefits. ~~A bargaining unit member upon returning to work from leave without pay for a Worker's Compensation claim, may request a cash payment for the period beginning when leave without pay commences and ending with the arrival of the first Worker's Compensation check. The payout may be charged to accumulated vacation time. The payout will be approved provided the bargaining unit member has sufficient vacation time to cover the cost of the payout.~~

SUB ARTICLE 1920 D

MATERNITY, PARENTAL AND CHILD CARE LEAVE

Maternity Leave: With the approval of the Chief Human Resources Officer, an eligible bargaining unit member may be granted leave with pay for maternity leave. Maternity Leave will run concurrently with FMLA. Leave requests for Maternity Leave shall be submitted on a form provided by the University a minimum of one (1) month prior to the requested effective date of Maternity Leave, or at the earliest feasible time, and accompanied by a certificate/note from the attending physician. Serious consideration will be given to all requests. A bargaining unit member's seniority shall continue to accrue during Maternity Leave.

Maternity Leave will consist of a period of paid leave for up to six (6) workweeks or two hundred forty (240) hours following the birth or adoption of a child. This paid leave program is available to birth mothers for recovery from childbirth and to care for and bond with a newborn child. Maternity Leave is to be used in one (1) consecutive block and not intermittently.

Parental Leave: With the approval of the Chief Human Resources Officer, an eligible bargaining unit member may be granted leave with pay for parental leave. This benefit runs concurrently with FMLA, and consecutively after Maternity Leave. Leave requests for leave with pay shall be submitted on a form provided by the University a minimum of one (1) month prior to the requested effective date of Parental Leave, or at the earliest feasible time, and accompanied by a certificate/note from the attending physician. Serious consideration will be given to all requests. A bargaining unit member's seniority shall continue to accrue during Parental Leave.

Parental Leave will consist of a period of paid leave for up to three (3) workweeks or one hundred twenty (120) hours of paid leave for a biological father, or adoptive parent to care for and bond with a newborn or newly adopted child. Parental Leave is to be used in one (1) consecutive block and not intermittently.

Adoption Expense Payment: Adoption Expense Payment means the payment of two thousand dollars (\$2,000.00) in taxable income (i.e., subject to regular payroll deductions) for adoption expenses. Such payment may be requested upon approval of the adoption. If an employee elects to receive the Adoption Expense Payment they will not receive Maternity and Parental Leave.

Child Care Leave:

1. Biological Mother - Once a bargaining unit member is certified by her physician to be medically capable of performing her regular duties, she will be entitled to leave without pay for a period not to exceed six (6) months for the purpose of child care. Child Care Leave is to be used in one (1) consecutive block and not intermittently. Any Maternity or Parental Leave taken will be deducted from the six (6) month time period. Child Care Leave will run consecutively after Parental Leave. Additionally, any available FMLA will run concurrently with Child Care Leave.
2. Biological Father - A male bargaining unit member, upon the birth of his child, is entitled to leave without pay for a period not to exceed six (6) months for the purpose of child care. Child Care Leave is to be used in one (1) consecutive block and not intermittently. Any Maternity or Parental Leave taken will be deducted from the six (6) month time period. Child Care Leave will run consecutively after Parental Leave. Additionally, any available FMLA will run concurrently with Child Care Leave.
3. Adoptive Parents - A bargaining unit member is entitled, upon the adoption of a child, to leave without pay for a period not to exceed six (6) months for the purpose of child care. Child Care Leave is to be used in one (1) consecutive block and not intermittently. Any Maternity or Parental Leave taken will be deducted from the six (6) month time period. Child Care Leave will run consecutively after Parental Leave. Additionally, any available FMLA will run concurrently with Child Care Leave.
4. Application for Child Care Leave shall be in writing to the Chief Human Resources Officer or their his/her designee not later than thirty (30) days prior to the effective date for such leave, and such request shall state the anticipated duration of the leave. In the case of an application for Child Care Leave by an adoptive parent, this thirty (30) day requirement shall be waived. In the case of child care leave related to pregnancy, the request shall be accompanied by a statement from the attending physician giving the expected date of delivery. In such cases where the expected delivery changes or complications arise, the thirty (30) day requirement will be waived.
5. During the period of Child Care Leave, the bargaining unit member will be deemed to be relieved temporarily of their his/her duties.
6. A bargaining unit member taking employee Child Care Leave without pay may maintain their his/her insurance coverage by paying the group rate to the University.

Maternity, Parental and Child Care Leave Procedures:

1. Maternity and Parental Leave shall be used prior to using sick or vacation leave which may be used to extend the period of paid leave. Sick or vacation leave will run concurrently with any available FMLA, or Child Care Leave.
2. Only one Maternity and/or Parental Leave benefit is available per employee, per birth or adoption event. The number of children born or adopted during the same event does not increase the length of the paid leave, i.e., multiple births.
3. This paid leave benefit is based upon 100% FTE and is prorated in accordance with the employee's percentage of FTE status.
4. This policy applies only to employees who have completed at least one (1) year of service prior to the date that Maternity or Parental Leave is to commence. Employees who attain one (1) year of service while on leave for the purpose of a birth or adoption of a child will be eligible for a pro-rated portion of the Maternity and/or Parental Leave.
5. Employees on Maternity or Parental Leave continue to receive all employer-paid benefits and continue to accrue all other forms of paid leave. However, employees on Maternity or Parental Leave are ineligible to receive overtime pay, nor may these paid leaves be used in calculating overtime pay.
6. Employees on Maternity or Parental Leave are ineligible to receive holiday pay. A holiday occurring during the leave period shall be counted as one day of Maternity or Parental Leave and be paid as such.

SUB ARTICLE 1920 E
OTHER LEAVES

1920 E.1: Training Leave: A bargaining unit member who is directed by the University to engage in specified training or education as a condition of continued employment shall be maintained in a regular pay status for the period of such actual training.

1920 E.2: Legal Leave: Bargaining unit members shall be granted court or jury duty with pay when subpoenaed for any court or jury duty by the United States, State of Ohio, or a political subdivision including hearings held by Worker's Compensation, Unemployment Compensation and the State Personnel Board of Review, unless such duty is performed outside of the bargaining unit member's normal working hours. Evidence in the form of subpoena or other written notification shall be presented to the bargaining unit member's immediate supervisor as far in advance as possible. Bargaining unit members may retain any money received as compensation or expense reimbursement for jury duty or court attendance compelled by subpoena. ~~All compensation in excess of fifteen dollars (\$15) 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 when appearing in court for criminal or civil cases when the case is being heard in connection with the bargaining unit member's personal matters, such as traffic court,

divorce proceedings, custody appearance(s) as directed with a juvenile, etc. These absences shall be leave without pay or vacation.

1920 E.3: Military Leave: 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.

1920 E.4: 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. Sick, vacation and personal leave must be exhausted before taking an unpaid FMLA leave. The University shall administer FMLA leave in accordance with law.

SUB ARTICLE 1920 F PERSONAL LEAVE

1920 F.1

- A.** Each fiscal year Effective the first full pay period in January 2019 (January 6, 2019 through January 19, 2019), bargaining unit members may convert up to four (4) days of accrued but unused sick leave per fiscal year to personal leave. Personal leave may be used at the employee's discretion, subject to the University's operational needs, with seven (7) days minimum notice to the University. Personal leave must be taken in a minimum increment of four (4) hours. The procedures for requesting of short-notice vacation in Article 18.8 will also be applied to requests for use of personal leave. Personal leave shall not be scheduled for those days or weeks for which vacation time is not permitted.
- B.** At the University's discretion, the use of personal time for family emergency, unforeseen family obligations, or similar emergency situations may be requested with notice of less than seven (7) days and such requests shall not unreasonably be denied.
- C.** Prior to this agreement, bargaining unit employees were given personal days. Any unused personal balances on hand as of December 22, 2018 will be converted to sick leave during the last full pay period of calendar year 2018 (December 23, 2018 through January 5, 2019).

SUB ARTICLE 1920 G

DISABILITY SEPARATION AND DISABILITY RETIREMENT

1920 G.1: Disability Separation: The University may require an employee to undergo an examination, conducted by a licensed physician or licensed psychologist designated by the University, to determine the employee's physical or mental capabilities to continue to perform the duties of the position which the employee holds. The University shall pay the cost of such examination. If the employee's personal physician or psychologist differs from the University's designated physician or psychologist, the opinion of the employee's personal or physician or psychologist shall be given due professional consideration. If after review of the opinion of the employee's personal physician or psychologist, the University has substantial credible medical evidence that the employee is incapable of performing the essential job duties of the employee's position, the employee may be disability separated in accordance with the provisions of the Ohio Revised and Administrative Codes.

1920 G.2: Disability Retirement: A bargaining unit member who is eligible may apply for disability retirement in accordance with the provisions of the Ohio Public Employees Retirement System.

20 G.23: Upon the request of the University, an employee on an approved leave, paid or unpaid, must turn in all badges, weapons, radio, keys and other University property for the duration of the leave.

SUB ARTICLE 1920 H

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 their~~his/her~~ immediate family as defined in the definition section of this Article. Bereavement leave will also be granted in the case of a stillbirth condition. Bereavement leave shall be taken to attend to any immediate post-death matter and/or to prepare for or attend a funeral unless otherwise approved for good cause shown.

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.

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

SUB ARTICLE 1920 I

INJURED ON DUTY LEAVE

A. If an employee suffers a duty related injury under the circumstances listed below, the employee shall be entitled to a duty related injury leave, and shall receive full compensation from the University as if the employee was working, for up to ninety (90) calendar days. The 90 calendar day timeframe may be extended per the sole discretion of the University upon request from the employee. Employees will be eligible for duty related injury leave when the injury is a direct result of:An employee who is injured at

work must apply for Workers' Compensation coverage, and will exercise Injured-on-Duty (IOD) rights as set forth below. If an employee is off work for eight (8) or more days because of an injury immediately following the incident that caused the injury, the employee shall receive IOD leave from the date of injury. The employee shall be paid for all days immediately following the date of injury up to ninety (90) consecutive days until temporary total disability benefits are received. The 90-day calendar timeframe may be extended per the sole discretion of the University upon request from the employee. There shall be no loss of benefit provided by the University during the leave, except that the employee shall reimburse the University for all IOD leave benefits for the same time period covered by the temporary total disability benefits. The University will notify the Union of the placement of any bargaining unit member on IOD leave. An employee who is eligible to receive IOD leave under this Sub-Article shall be entitled to use IOD leave following the time period covered by temporary total disability benefits for ongoing medical care related to the injury covered by IOD leave.

B. To be eligible for IOD benefits, the employee, when injured, must:

- a. Submit a signed incident report detailing the nature of the injury, the date of occurrence, the identity of all witnesses and persons involved, the facts surrounding the injury, and any other information supporting granting of IOD leave;
- b. Suffer an injury allowed by the Ohio Bureau of Workers' Compensation;
- c. Furnish the University with a signed medical authorization for the claimed injury for the release of medical records;
- d. Suffer lost time from employment for a period of eight (8) or more consecutive days immediately following the injury and be eligible to receive temporary total disability benefits from the Ohio Bureau of Workers' Compensation;
- e. Assist the University in obtaining medical certification from the employee's physician of record specifying the extent of injury, the recommended treatment, the employee's inability to return to work because of the injury, and an estimated date of return; and

a.f. Have an injury that is a direct result of:

- an automobile accident occurring during the course of duties;
- a fight, effecting an arrest or controlling a domestic violence situation, or during a SWAT team call-out for any critical incident;
- the use of a firearm, knife, chemical agent, impact weapon, or other dangerous weapon;
- an injury which is the result of being struck by a vehicle while directing traffic or investigating a traffic violation or traffic accident;
- an injury which occurs during high-risk training;
- an injury that occurs during a pursuit while on a Police Bicycle; or
- any other injury determined by the University to be the result of hazardous-force circumstances.

C. The University reserves the right to review the employee's status every thirty (30) days and require the employee to have an independent medical examination by a physician selected and paid for by the University at any time during the leave.

D. Leave may be paid at the employee's current hourly rate at the time of injury for a period not to exceed ninety (90) consecutive calendar days immediately following the date of injury.

E. If, for any reason, the employee's Workers' Compensation claim is denied or disallowed, or the employee's Workers' Compensation claim is approved but temporary total disability benefits are denied, said leave shall cease, and the employee will be required to reimburse the University for any amounts paid through this Article. The termination of leave benefits shall take effect immediately upon the issuance of any adverse workers' compensation decision and shall not be reinstated unless that decision is overturned on appeal. Reimbursement may be through a voluntary surrender of an employee's accrued but unused personal, sick or vacation time. Human Resources on a case-by-case basis will determine the rate and method of reimbursement.

IOD leave will run concurrently with FMLA leave.

F. If the employee is unable to return to work or unwilling to return to work, the University will begin proceedings for an Involuntary Disability Separation pursuant to Articles 234.2 or 1920.G.1 of this Agreement.

B.G. Subsection (A) shall not preclude any other remedies the employee may have through Workers' Compensation laws or against a third party directly. However, an employee shall not be eligible to collect simultaneously the ~~wage continuation~~temporary total disability benefits under Workers' Compensation and the benefits defined under this Section, and the employee shall assign to the University that portion of their cause of action against any third party or parties responsible for the disability in the amount of the payments made by the University pursuant to this Section.

C. ~~Approval of any line of duty injury leave shall be subject to the following conditions and provisions:~~

- ~~1. A certificate of the attending physician or surgeon certifying to the disability and cause shall be filed with the Chief of Police within ten (10) days of the date of injury. The Chief of Police shall have the right to designate a physician and/or surgeon at any time to examine the employee at any time during such disability and shall have access to and copies of all related medical, hospital and x-ray reports upon request.~~
- ~~2. If a disagreement arises regarding the nature of such disability between the attending physician and the examining physician/surgeon for the University, such two physicians/surgeons shall, within ten (10) days thereafter, make an examination and report his or her findings and opinion to the Chief of Police and the employee, and whose report shall be final. The University and the FOP each shall pay one-half (1/2) of such examination expense.~~

3. ~~Should the attending physician/surgeon and the examining physician/surgeon of the University be unable to agree upon a third physician/surgeon, the President of the Academy of Medicine of Cleveland and Northern Ohio shall be requested to name such third physician/surgeon, whose opinion shall be acted upon and whose services shall be paid as set forth in the foregoing paragraph.~~

~~D. Within one (1) month following the execution of this Agreement, the Chief Human Resources Officer and the Union President will each appoint two (2) individuals to serve on an Injured on Duty Leave committee. The purpose of the committee will be to review Article 21 I and to make recommendations to the University and the Union regarding revised language for this article. Should both parties agree with the recommendations, the University will recommend a Memorandum of Understanding (MOU) to the Board of Trustees and the Union will recommend the MOU to the bargaining unit membership to revise the language contained in Article 21 I. The process will be completed within seven (7) months following the execution of this Agreement. If the process is not completed within this timeframe or the parties do not reach agreement, current contract language will govern.~~

SUB ARTICLE 1920 J LEAVE DONATION PROGAM

Bargaining unit members may donate sick leave to a fellow bargaining unit member who is otherwise eligible to accrue and use sick leave and is employed by the Youngstown State University Police Department. The intent of the Leave Donation Program is to allow employees, on a voluntarily basis, to provide assistance to their co-workers who are in need of leave due to an illness, injury or other condition covered by the Family Medical Leave Act.

A. A bargaining unit member may receive donated sick leave, up to the number of hours the bargaining unit member is scheduled to work each pay period, if the bargaining unit member who is to receive donated leave meets the following criteria:

1. Has a serious illness, injury, or other condition covered by the Family Medical Leave Act (a “serious illness, injury, or other condition” means an absence of three (3) consecutive days or more) and documented by Family Medical Leave Act paperwork;
2. Has no accrued time (compensatory, personal, vacation, and sick);
3. Has successfully completed their probationary period;
4. Has made the request for Leave Donation prior to their return from sick leave.

If the University does not approve the request, the specific factors for denial shall be indicated to the requesting employee. If approved, the University will then post a notice to the bargaining unit members, with a copy to the Ohio Labor Council Representative that a request for donation has been requested and approved.

- B.** Bargaining unit members may donate leave if the bargaining unit member donating meets the following criteria:
 - 1. Voluntarily elects to donate leave and does so with the understanding that donated leave will be returned if not used;
 - 2. Donates a minimum of eight (8) hours; and
 - 3. Retains at least one hundred twenty (120) hours of sick time.
- C.** Bargaining unit employees who wish to donate sick leave shall certify:
 - 1. The name of the bargaining unit employee for whom the donated leave is intended; and
 - 2. The number of hours to be donated; and
 - 3. That the bargaining unit member will have a minimum sick leave balance of at least one hundred twenty (120) hours; and
 - 4. That the leave is donated voluntarily and the bargaining unit member understands that the donated leave will be returned if not used.
- D.** The Leave Donation Program shall be administered by the University. Bargaining unit members using donated leave shall be considered on active pay status but shall not accrue sick or vacation leave while using donated leave. Donated leave shall be considered sick leave, but shall not be converted into a cash benefit. In order to ensure that the bargaining unit member receives pay for the appropriate pay period, the bargaining unit member or their Union representative must notify the University of the qualifying absence prior to the deadline for submission of payroll for the applicable pay period.
- E.** Bargaining unit members requesting leave donation shall estimate how much leave will be needed. In response, bargaining unit members donating leave shall coordinate how much leave they intend to donate. Subject to the minimum donation requirement stated in Subsection (B) (2) above, the aggregate amount of donated leave shall not exceed the amount needed.
- F.** To the extent it is possible, an equal amount of leave donated shall be taken from each bargaining unit member who has donated leave. In the event the bargaining unit member requesting leave does not use the estimated amount of leave needed, the remaining donated leave will be returned to the bargaining unit members who donated the leave.
- G.** No bargaining unit members shall be compelled to donate leave.
- H.** The Chief Human Resources Officer may, with the signed permission of the bargaining unit member who is in need of leave, inform bargaining unit members of the co-worker's critical need for leave. This notice shall not include the specific medical condition for

which the bargaining unit member needs the donation. The University shall not directly solicit leave donations from bargaining unit members.

ARTICLE 204 **EMPLOYEE DISCIPLINE AND EMPLOYEE RIGHTS**

204.1: A member of the bargaining unit may be disciplined, demoted, suspended, or removed for just cause, which shall include but not be limited to incompetency, inefficiency, unsatisfactory performance, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of any University policy or work rule, any other failure of good behavior, excessive unwarranted absenteeism, or any other act of misfeasance, malfeasance, or nonfeasance in office, or conviction of a felony.

Article 204 shall not apply to separation from employment due to an inability to return from a leave of absence, inability to perform the essential duties of a position, or loss of licensure or other certification required to perform a position.

204.2: Corrective action is normally progressive in nature; that is, repetitions of causes for disciplinary action should lead to progressive responses of reprimand, suspension, and removal. It is expected that most cases will be disposed of by an informal verbal warning and/or attendance counseling without formal disciplinary action; such verbal warning or counseling may be documented, but shall not be recorded in the employee's official personnel file unless connected to subsequent progressive discipline. The supervisor will follow-up with an email to the employee documenting that a verbal warning was issued. Prior to the issuance of a written reprimand, a meeting will be held between the employee and the employee's supervisor, which may include a University and Union representative. However, the seriousness of certain offenses justifies severe initial disciplinary action, including removal. ReprimandsDisciplinary actions shall be reduced in writing within a reasonable period of time, with copies provided to the employee and to the employee's official personnel file. All written reprimands shall be subject to the Grievance Procedure in Article 6, but may not be advanced beyond Step 3.

204.3: An employee who is suspended, reduced or removed shall receive written notification from the Chief Human Resources Officer or their his/her designee stating the reason for the disciplinary action. Prior to the issuance of any suspension (except situations pending drug testing results as described in Section 204.45), reduction, or removal, the Chief Human Resources Officer or their his/her designee will schedule a pre-disciplinary hearing, in accordance with Section 214, to discuss the reasons for the proposed disciplinary action, and to give the employee an opportunity to offer an explanation of the alleged misconduct. The process of the pre-disciplinary hearing and notification of discipline, if any, will be completed within sixty thirty (360) calendar days from the day the employee is served the notice of hearing. This sixty thirty (360) day period may be waived mutually by the University and the employee.

The employee may present testimony, witnesses, and/or documents on their his/her behalf. The employee shall provide a list of witnesses and the name and occupation of their his/her representative to the Chief Human Resources Officer or their his/her designee as far in advance as possible, but no later than forty-eight (48) hours prior to the pre-disciplinary hearing. It is the employee's responsibility to notify their his/her witnesses of the scheduled hearing. The employee and/or their his/her representative will be permitted to ask questions of and cross-examine any

witnesses. The employee shall have the choice of whether ~~they~~he/she wishes to appear at the hearing and present oral and/or written statements, whether or not ~~they~~he/she wishes to have a Union representative present and/or whether or not to have the Union representative present oral or written statements. Further, the employee may choose to waive in writing ~~their~~his/her right to have such a pre-disciplinary hearing. After the pre-disciplinary hearing, the Chief Human Resources Officer, or their designee, shall send via hand delivery or by email to a suspended, reduced, or removed bargaining unit member written notification stating the reasons for the suspension, reduction or removal. The parties agree that orders of suspension, reduction or removal shall be treated as confidential personnel matters between the University and the employee unless the employee wishes to consult the Union in the matter, in which case it shall be the sole responsibility of the employee involved to communicate with the Union. ~~If the suspension, reduction, or removal is subsequently grieved, the Step 3 hearing will be optional; however, a Step 3 disposition will be issued in a timely manner.~~

21.4: Pre Disciplinary Hearings: ~~Prior to a pre disciplinary hearing, the employee will be given written notification of the hearing date and specifications of the charges. The pre disciplinary hearing will be conducted by a neutral hearing administrator appointed by the University. At the hearing, the hearing administrator will ask the employee or his/her representative to respond to the allegations of misconduct as contained in the written notice of the hearing. The employee may present testimony, witnesses, and/or documents on his/her behalf. The employee shall provide a list of witnesses and the name and occupation of his/her representative to the Chief Human Resources Officer or his/her designee as far in advance as possible, but no later than forty eight (48) hours prior to the pre disciplinary hearing. It is the employee's responsibility to notify his/her witnesses of the scheduled hearing. The employee and/or his/her representative will be permitted to ask questions of and cross examine any witnesses.~~

~~Within ten (10) working days following the pre disciplinary hearing, the hearing administrator will prepare a written report of ~~their~~his/her findings, and will provide a copy to the employee. The Chief Human Resources Officer will act on the hearing administrator's recommendation within ten (10) working days of receipt of the recommendation. The process of the pre disciplinary hearing and notification of discipline, if any, will be completed within thirty (30) calendar days from the day the employee is served the notice of hearing. This thirty (30) day period may be waived mutually by the University and the employee.~~

201.45: Drug and Alcohol Testing Program:

A. The University and the F.O.P. have a mutual interest in promoting the treatment and rehabilitation of employees involved in the ~~improper~~illegal use of drugs or the abuse of alcohol. A drug and alcohol testing program serves to promote the parties' interest in a drug-free workplace. All bargaining unit members must abide by University Policy 3356-7-20, Drug-Free Environment.

A.B. A member of the bargaining unit may be required to submit to a test to determine the ~~improper~~illegal use of drugs or to determine that the employee is under the influence of alcohol while on duty. The test will be conducted by a medical facility or drug/alcohol testing site, or will be conducted on campus.

B.C. Requiring an employee to submit to such a test must be based on a reasonable suspicion that the employee has been using any drug, ~~or~~ narcotic or alcohol ~~and~~ that this use may present a risk to ~~their~~his/her safety or that of fellow employees or the public. Reasonable suspicion standards and testing procedures shall be based on University Policy 3356-7-20, effected December 1, 2016~~specific, objective observations concerning the appearance, behavior, speech, or body odors of an employee, including but not limited to slurred speech, erratic and/or unaccounted for changes in behavior, dilated/pinpoint pupils, mood swings, or other similar observable behaviors and credible report of use or being under the influence of substances~~. The University also has the right to randomly test bargaining unit employees. Drug and alcohol screening/testing shall be conducted for administrative purposes and the results shall not be used in any criminal proceedings.

C.D. A supervisor who orders a drug test when there is a reasonable suspicion of the use of any drug, narcotic or alcohol shall forward a report containing the facts and circumstances directly to the Chief of the YSU Police. The employee shall be verbally advised of the reasonable suspicion at the time of the test and receive a written statement of the same reasonable suspicion within twenty-four (24) hours of the test.

D.E. Test results reporting a presence of alcohol, illegal drugs, or narcotics, or the use of prescription drugs without a prescription, or the abuse of any over-the-counter drugs will be submitted to the Chief of the YSU Police for further action. Abuse of prescribed medication shall be treated the same as non-prescribed use.

E.F. All drug testing shall be conducted by laboratories certified by the State of Ohio or the federal government. All alcohol breath tests shall be administered by a trained breath alcohol technician. The procedure utilized by the drug testing lab shall include a chain of custody and control and split sample collection and testing.

F.G. All specimens identified as positive on the initial drug test (screen) shall be confirmed through the use of the gas chromatography/mass spectrometry method of detection, or any other method that is professionally recognized as being as or more accurate than the gas chromatography/mass spectrometry method of detection. In the event the initial and confirmatory test results are positive, the employee is entitled to have the split sample tested in the same manner prescribed above at the employee's expense. This test will be given the same evidentiary value as the two (2) previous tests. If at any point the results of the drug or alcohol testing procedures conducted by the University are negative, all further testing and administrative actions related to drug/alcohol testing shall be discontinued.

G.H. An employee who is required to submit to a reasonable suspicion drug or alcohol test will be suspended pending receipt of the test results or may be assigned duties that will not pose a threat to the employee or any other person until the results of the test are known. If the test results indicate that ~~he/she was~~they were not under the influence of alcohol or improper use of~~Illegal~~ drugs, the employee shall be paid for the time they were~~he/she was~~ suspended, and no record of the suspension will be maintained in the employee's personnel file. However, if an incident (e.g., car accident) is linked to the reasonable suspicion resulting in the testing, a record of the incident shall be placed in the employee's personnel file. An employee who has a confirmed, positive drug or alcohol test (reasonable suspicion, random or follow-up) will be subject to disciplinary action. If the employee agrees to enter and

successfully complete a rehabilitation program, the disciplinary action will not exceed thirty (30) calendar days for the first offense. Thereafter, for a period of two (2) years, the employee will be subject to periodic follow-up drug testing as well as the reasonable suspicion and random testing defined above.

H.I. The random testing pool shall be made up of bargaining unit employees. Random testing may be conducted up to four (4) times in a calendar year and may include up to 30% of the pool.

201.56: If a bargaining unit member is to be questioned orally concerning possible disciplinary action by the Chief of the YSU Police or another University administrator, the employee shall be advised in advance of the general nature and reason for the questioning and that they have~~he/she has~~ the right to be accompanied by a representative(s) of their~~his/her~~ choice, who may be an F.O.P. representative. ~~The role of the F.O.P. representative is non adversarial. However, the F.O.P. representative does have the right to assist and counsel the employee during the meeting but may not interfere with the orderly process of the that meeting.~~ Such meetings will be scheduled immediately before or after the employee's work shift, or during the employee's work shift, to the extent such scheduling is feasible. The employee will be in active pay status during such meetings.

201.67: A bargaining unit member who is involved in a departmental investigation may be required to submit to a polygraph examination. Relevant questions asked in a polygraph must be narrow and specific in scope dealing only with the matter being investigated. When a bargaining unit member is required to submit to a polygraph, the information developed from the results may only be used for administrative purposes and shall not be used for any subsequent criminal proceedings. A bargaining unit member may not refuse to submit to a polygraph examination under the circumstances listed above. If the request for the polygraph results from an accusation made by another bargaining unit member(s), the bargaining unit member required to take the polygraph may request that their~~his/her~~ accuser(s) also submit to a polygraph examination. Such requests will be granted. Polygraph examinations may not be given by employees of the YSU Police Department, the Vice President for Administration~~Legal Affairs and Human Resources~~ or any members of the Human Resources Department.

Employees under non-criminal investigation or use of force investigations shall be informed of the nature of that investigation and provided a copy of the written complaint, if one exists, within seven (7) calendar days of when the complaint is received or the determination that an investigation will be necessary, whichever event is later. Where known, employees shall be informed of all details of the investigation which are necessary to reasonably apprise the employee of the factual background of the complaint. Should the investigation include the review of video or audio recordings, the employee and his representative will be allowed to review the recordings that the Employer has obtained or is aware of after obtaining a formal written statement or report from the Employee. If during the course of the investigation additional recordings are acquired, they will be provided to the employee and such statement may be amended following the review of the recordings.

If the Employer questions an employee during a criminal investigation of one of its employees, it shall advise the employee of the criminal nature of the investigation and whether the employee is a suspect or a witness before interviewing the employee.

201.78: Suspensions and removals of non-probationary employees shall be subject to the provisions of Article 6 ("Grievance Procedure"). If a the suspension, reduction, or removal is subsequently grieved, the Step 3 hearing will be optional; however, a Step 3 disposition will be issued in a timely manner. All written reprimands shall be subject to the Grievance Procedure in Article 6, but may not be advanced beyond Step 3.

201.89: If agreeable to the University, a member of the bargaining unit who is suspended shall have the option of serving the suspension or having the hours of suspension deducted from their his/her accumulated total of vacation or compensatory hours. The University also has the option of having a bargaining unit member's hours of suspension deducted from the member's accumulated vacation and/or compensatory hours in lieu of the actual suspension.

201.10: The refusal of a bargaining unit member to answer questions in connection with a matter involving employee discipline shall not be cause for disciplinary action against the bargaining unit member unless they have~~he/she has~~ been so advised of the fact.

ARTICLE 212 UNIFORMS AND EQUIPMENT

212.1: Each member of the bargaining unit, who at the direction of the University goes armed on duty, shall be issued a standard semiautomatic duty weapon and ammunition at no cost to the bargaining unit member. Any other weapon an officer wishes to carry during a non-uniformed duty assignment must first be approved by the Chief of Police. The approved weapon will only be carried providing the officer has qualified with the weapon.

212.2: Each member of the bargaining unit who at the direction of the University wears a uniform while performing their his/her duties shall receive an initial uniform allowance of seven hundred fifty dollars (\$750) at the time ~~he/she is~~they are appointed or ~~are is~~ directed by the University to wear a uniform while on duty. If an employee resigns or is separated from the University less than one year following their his/her initial appointment, they he/she shall reimburse the University on a prorated basis for the cash value of the initial uniform allowance. With the exception of University Dispatchers, each member of the bargaining unit who serves longer than one year and who is in work status (actively employed, on approved paid leave, or unpaid FMLA) more than fifty percent (50%) of the preceding fiscal year shall receive:

(1) an annual uniform and maintenance allowance of one thousand two hundred dollars (\$1,3200) which will be paid at the end of the first full pay period in the month of July ~~2018~~2021;

2) an annual uniform and maintenance allowance of one thousand two hundred fifty dollars (\$1,30250) which will be paid at the end of the first full pay period in the month of July 20192022; and

3) an annual uniform and maintenance allowance of one thousand three hundred dollars (\$1,300) which will be paid at the end of the first full pay period in the month of July 20232020.

University Dispatchers will be paid an annual uniform and maintenance allowance in the manner described in the foregoing sentence but will receive eight hundred dollars (\$800) annually.

If a bargaining unit member is on a leave of absence (paid or unpaid) at the time the annual uniform and maintenance allowances are paid out, the bargaining unit member will receive a pro-rated uniform and maintenance allowance based on their work status (actively employed, on approved paid leave, or unpaid FMLA) upon their return to work.

212.3: If the University changes the required uniform during the term of this Agreement, each member of the bargaining unit who is required to purchase the new uniform shall receive an additional initial uniform allowance of five hundred dollars (\$500).

212.4: Uniform patches shall be worn on both sleeves of the members' shirts, sweaters, jackets and coats.

212.5: Each member of the bargaining unit who at the direction of the University wears a uniform while performing their~~his/her~~ duties shall conform to all reasonable grooming and appearance standards established by the University.

212.6: ~~The University will maintain a standard operating procedure permitting members of the bargaining unit to wear specified black leather police coats and black police rain coats.~~ Members of the bargaining unit are required to wear a bullet-proof vest that meets specifications established by the YSU Police Department. The University will purchase the vest. When currently provided vests are replaced, bargaining unit members may choose a vest other than the one specified by the YSU Police Department as long as it meets the specifications established by the department. The Chief of the YSU Police Department will be responsible for determining if alternate vests meet departmental specifications. The University will pay for the actual cost of an approved alternate vest up to the cost of the vest specified by the YSU Police Department. Any amount above the cost of the departmental vest will be paid by the bargaining unit member.

ARTICLE 223 LAYOFF AND RECALL

223.1: Whenever the University determines a reduction in the work force is necessary, the University shall determine the classification or classifications in which the layoff or layoffs will occur and the numbers of employees to be laid off within each classification.

223.2: Layoffs shall be based upon date of appointment in the classification beginning with the employees with the most recent date of full-time appointment in the classification in which the layoffs are occurring. Each employee's official personnel file in the office of Human Resources shall be the sole basis for determining their~~his/her~~ appointment dates.

223.3: If a bargaining unit member is to be laid off and the bargaining unit member previously served in a lower classification, the bargaining unit member may displace a fellow bargaining unit member in the lower classification if they have more bargaining unit seniority than the bargaining unit member to be displaced.

223.4: On the next pay day following an employee's effective date of layoff, they~~he/she~~ can be paid regular and overtime pay due, compensatory time due and accrued and unused vacation time.

223.5: The office of Human Resources shall notify each employee of ~~their~~his/her layoff and, if available, displacement rights, ~~fourteen~~(14) days prior to the effective date of ~~their~~his/her layoff.

223.6: The office of Human Resources will prepare and have available for inspection a list of laid-off employees who are available for recall in each classification involving layoffs. The list will be arranged in descending order with the laid-off employee with the earliest date of full-time appointment beginning the list. Employees will be recalled in a descending order from the list beginning with the employee with the earliest date of full-time appointment. The list for each laid-off classification shall be active for ~~twelve~~(12)-months.

223.7: The University will not hire new employees to perform bargaining unit duties while one or more employees who performed their duties previously are in active layoff status.

ARTICLE 234 SEPARATION

234.1: Resignations: Employees who resign shall sign and submit a resignation letter to the Chief Human Resources Officer or ~~their~~his/her designee at least two (2) weeks prior to the effective date of resignation. Employees will make a reasonable effort to provide the University an earlier notice of intent to resign whenever possible. A resignation letter, once submitted by the employee and accepted by the University, shall be irrevocable except by mutual agreement between the University and the employee.

234.2: Disability Separation: If, in the judgment of the employee's physician, or a physician designated by the University, a non-probationary employee is physically or mentally incapable of performing all the duties of ~~their~~his/her position, and ~~he/she has~~they have exhausted all paid leave and all Family and Medical leave, the University shall consider reasonable accommodations and knowledge, skill, and abilities which may transfer to a vacant position first in the bargaining unit, or outside of the bargaining unit, and the applicable rules for application for disability under OPERS. Employees may be placed on a disability separation leave.

234.3: An employee on disability separation shall retain for ~~twenty-four~~(24) months the right to reinstatement to employment at the University in the classification ~~they~~he/she held at the time of separation, providing ~~they are~~he/she is able to perform the duties of the position. If the individual is able to return to work and the University no longer has a position in the classification in which the individual served at the time of ~~their~~his/her separation, the University will reinstate the individual in a similar position, if one is available, in a classification for which the individual meets the established qualifications, and provided such reinstatement does not conflict with the provisions of any collective bargaining agreement entered into by the University.

234.4: Requests for reinstatement ~~following from~~ disability separation shall be submitted in writing to the office of Human Resources no later than ~~twenty-four~~(24) months from the effective date of the disability separation. The University will arrange for its designated physician to examine the employee to determine if the employee is medically capable of performing all the duties of the employee's position. The cost of the examination shall be paid by the University. The University will consider any medical information provided by the employee's physician, provided the employee has taken any action required to release or provide such information.

234.5: A bargaining unit member who severs employment with the University for any reason shall be paid in full for all unused vacation time and compensatory time at the current hourly rate of pay. The current hourly rate of pay shall include the educational increment (Article 4.5) but shall not include any shift differential.

234.6: In the event a Sergeant requests to be returned to the rank of Police Officer 2, such a request shall be granted by the University. Within 30 days of the request, the Sergeant shall be adjusted in pay and classification to a Police Officer 2. The member shall not lose any classification seniority for such voluntary reduction in rank. In other words, all of the time the employee spent as a full-time Sergeant before making the request to return to the Police Officer 2 classification will count toward their~~his/her~~ classification seniority as a Police Officer 2.

In the event the request is made during an ongoing shift cycle, the Sergeant shall not bid or bump any member until the next regularly scheduled shift bid rotation, then at such time the member shall bid as a Police Officer 2 with the appropriate classification seniority. Such mid-bid cycle procedure may be modified by the University to accommodate the reduction in rank and need for supervision and shift equalization (the University may allow the reduced member to move shifts prior to shift bidding).

ARTICLE 245 **RETIREMENT**

25.1: ~~To the extent permitted by law, the mandatory retirement age for all members of the bargaining unit shall be 70. A member of the bargaining unit shall be permitted to complete the fiscal year during which they~~he/she reaches the age of 70.

245.12: A bargaining unit member who retires shall 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 will be eligible to purchase a parking permit annually for the annual parking fee established by the University. Retirees, their spouses and dependent children until they reach the end of the academic year of age twenty-five (25) shall be eligible for remission of all instructional fees. (See Article 304). Effective Fall Semester 2022, retirees, employees, spouses and dependent children shall pay for twenty percent (20%) of the cost of online instruction provided by the University and offered in partnership with Academic Partnerships or any successor.

245.23: If a member of the bargaining unit dies, their~~his/her~~ unmarried spouse and dependent children until they reach the end of the academic year of age twenty-five (25) shall remain entitled to the benefits specified in Section 245.2 above.

245.34: Sick Leave Conversion: A bargaining unit member who retires with ten (10) or more years of full-time University service is entitled to conversion to cash payment of part of their~~his/her~~ accrued but unused sick leave.

~~Effective July 1, 2016, t~~The cash payment of accrued but unused sick leave shall be twenty-five percent (25%) of accrued but unused sick leave of the first nine hundred sixty (960) hours, for a maximum payment of two hundred forty (240) hours.

All accrued sick leave shall be eliminated from an employee's record upon sick leave conversion. Such payment shall be made only once to an individual. Sick leave conversion does not apply to separation or termination other than retirement. "Retirement" as used in this section refers to retirement under the provisions of one (1) of the Ohio public retirement systems at the time of separation and requested sick leave conversion.

245.45: The University shall allow officers who retire to purchase the issued service weapon for \$1.00 upon retirement. "Retirement" as used in this section refers to retirement under the provisions of one (1) of the Ohio public retirement systems at the time of separation.

245.56: The University shall provide all retired officers with a retirement identification card and badge. Retired officers shall be entitled to obtain weapons qualification to comply with retired officer concealed carry legislation.

ARTICLE 256 MISCELLANEOUS

256.1: 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 Board of Trustees.

256.2: 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 employee for ~~their 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 employee's privilege. Members of the bargaining unit shall be entitled to a fifty percent (50%) discount on University Theater and Athletic tickets, for the use of the bargaining unit member or their immediate families.

256.3: Members of the bargaining unit who obtain parking permits will have regular access to University parking lots, with the exception of the visitor's lots and specifically designated spaces. ~~The Union will annually appoint a bargaining unit member to be a member of the University's Parking and Traffic Committee.~~ The parties agree to meet and confer over any requests made by the University for additional spaces and lots needed for visitors or special events.

256.4: Members of the bargaining unit who serve on any authorized University committee and must attend meetings of the committee outside ~~their his/her~~ normal working hours will receive one and one-half times the actual hours of attendance added to their compensatory time balance.

256.5: Honor Guard: Honor Guard will be considered as bargaining unit members who wear the recognized Honor Guard uniform approved by the chief. If the Chief of the YSU Police Department authorizes the use of the department honor guard at any function, the officer will be compensated with a minimum of four (4) hours of compensatory time or time and one half whichever is greater.

256.6: 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 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 one hundred dollars (\$100) per person or two hundred dollars (\$200) per family. At the beginning of each semester, non-peak hours shall be defined and that information distributed to all employees.

ARTICLE 2~~67~~ SEVERABILITY

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

267.2: 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 enabling litigation.

267.3: Nothing in this Agreement shall be construed to prohibit or restrict the right of the University or the F.O.P. to take action to comply with the Americans with Disabilities Act.

ARTICLE 2~~78~~ NO STRIKE/NO LOCKOUT

278.1: The University and the F.O.P. agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the University and the F.O.P. to avoid work stoppages and strikes.

278.2: Neither the F.O.P. nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the University for the duration of this Agreement. The F.O.P. shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this Section, provided that the F.O.P. meets all of its obligations under this Article.

278.3: The F.O.P. shall, at all times, cooperate with the University in continuing operations in a normal manner 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 F.O.P. shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the University is in violation of this Agreement, unlawful and not sanctioned or approved of by the F.O.P. The F.O.P. shall advise the employees to return to work immediately.

| **278.4:** A violation of the provisions of Article 278 by a member of the bargaining unit shall be grounds for disciplinary action, including removal or separation.

| **278.5:** The University shall not lock out any bargaining unit members for the duration of this Agreement.

ARTICLE 289 CONTRACTING

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

| **289.1** The University retains the right to contract for services. It is not the intent of the University to contract out or subcontract bargaining unit work that will result in the layoff of bargaining unit members for reasons other than to create greater efficiencies; achieve cost savings; participate in initiatives for shared services arrangements, council of governments, the Inter University Council, other public-public or public private partnerships and consortium; to improve operational effectiveness, or as otherwise may be described in Article 8.

| **289.2** Prior to making a decision to contract or subcontract out work that will result in the layoff of bargaining unit members, the Union shall be given, upon request, the opportunity to meet with the University and to discuss what options/alternatives may be available to maintain the work in the bargaining unit.

| **289.3** The University shall give the Union sixty (60) calendar days advance written notice of its intent to contract or subcontract out work that will result in the layoff of bargaining unit members. Within fourteen~~ten~~ (140) ~~working~~ days of notice from the University, the Union, shall be given, upon request, the opportunity to meet with the University and discuss what options or alternatives may be available to maintain the work in the bargaining unit. The meeting shall take place within ten~~five~~ (510) ~~working~~ days of the Union's request, unless otherwise agreed by the parties. Within fourteen~~ten~~ (140) ~~working~~ days of the parties' meeting, the Union may provide alternatives to the University's intended action for its consideration. The University will give serious consideration to the Union's alternative solution in reviewing its intended action.

| **289.4** In addition to the above, the Union shall have the right, upon request, to negotiate the impact of the intended actions of the University to contract or subcontract out bargaining unit work that will result in the layoff of bargaining unit members.

| **289.5** In the event of a dispute relating to the terms of this Article, the Union shall have the right to file a grievance pursuant to Article 6.

| **289.6** The University may utilize the procedures contained in Sections 289.2-289.5 for a maximum of two (2) positions for the life of this Agreement that will result in employee layoffs.

| **289.7** The University retains the sole right to make the final determination as to whether or not to contract services that do not result in the layoff of bargaining unit members.

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

ARTICLE 2930 HEALTH AND SAFETY

2930.1: The parties agree that it is the goal of the University and the F.O.P. 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. Both parties recognize that it will be the University's responsibility to provide all bargaining unit members the necessary training, equipment, and written procedures necessary to conduct their job in a safe and healthful manner. Both parties also recognize that it will be the bargaining unit member's responsibility to follow University health and safety policies which may include the wearing of personal protective equipment and the mandatory attendance of training seminars. It is understood that all mandatory training will be offered in accordance with the Training Leave provision of Sub Article 1920 E.1. It is further recognized that any violation of University safety policies by bargaining unit members may result in disciplinary action by the University.

2930.2: In order to assure the Union an opportunity to provide input on matters related to safety, the President of the Union shall designate one (1) bargaining unit member to serve on the University Safety Committee each year.

2930.3: If a bargaining unit member feels that they~~he/she~~ has been assigned to work under unsafe or unhealthful conditions unrelated to the risks inherent in the duties of a police officer, they~~he/she~~ shall report the situation immediately to their~~his/her~~ supervisor. If the bargaining unit member disagrees with the supervisor's response to the situation, they~~he/she~~ may report the situation to the Director of Environmental and Occupational Health and Safety or their~~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 their~~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 their~~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 their~~his/her~~ designee shall be empowered to order the immediate halt of any operation or activity which in their~~his/her~~ judgment is unsafe or unhealthful.

2930.4: 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.

2930.5: All recommendations of the Safety Committee shall be responded to by the Director of Environmental and Occupational Health and Safety or their~~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.

2930.6: Contingent upon approval by the Director of Environmental and Occupational Health and Safety, every month each sworn officer shall be entitled to use the Beeghly Firing Range for no more than one (1) hour; an employee who uses this facility shall remain in active pay status and on standby status. Police officers who are off duty and who use the firing range, as provided in this article shall not be in active pay status. Access to the Beeghly Firing Range will be limited to authorized personnel designated by the Chief of the YSU Police Department during periods when the range is reserved for YSU officers.

ARTICLE 304 **INSTRUCTIONAL FEE REMISSION**

304.1: Children and spouses of bargaining unit members shall be granted remission for instructional fees at YSU, including out-of-state instructional fees where applicable. "Children" are the biological, legally adopted or step-children of a bargaining unit employee. Children shall be eligible for remission to the end of the academic year of age twenty-five (25). Bargaining unit members must provide any information requested by the University such as copies of marriage licenses, birth certificates and certificates of adoption to assist the University in determining that the child or spouse is eligible for tuition remission. Bargaining unit members must also properly complete the University's application/affidavit in order to receive tuition remission. 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 term. 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 dependents (children and spouse) shall continue to be eligible for fee remission for dependents, as described above, to include remission of instructional fees. The dependents (children and spouse) of any bargaining unit member who dies during the term of this Agreement shall continue to be eligible for fee remission as described above, to include remission of instructional and general fees, until dependent children reach the end of the academic year of age twenty-five (25) and as long as the surviving spouse remains unmarried. Effective Fall Semester 2022, retirees, employees, spouses and dependent children shall pay for twenty percent (20%) of the cost of online instruction provided by the University in partnership with Academic Partnerships or any successor.

304.2: On a case-by-case basis, the University will consider requests by bargaining unit members to attend classes at YSU during normal work hours, which may include the employee's use of compensatory time, vacation or the opportunity to work either before or after their normal work shift to compensate for the time spent in class.

ARTICLE 312 **PROBATION AND PROMOTION**

312.1: Probationary Periods: Each employee appointed to a position in the bargaining unit shall serve a probationary period. For University Police Officer 1 and University Police Sergeant, the probationary period shall be ~~six (6)~~twelve months excluding periods of sick leave of twenty (20) sick leave days or longer, or leave without pay of more than one (1) week. For University Dispatcher, the probationary period shall be ~~six (6)~~twelve months in addition to the time in training for the certification by the Ohio Peace Officers Training Council. Each probationary employee

shall be evaluated in accordance with the provisions of Article 156 ("Evaluations"). If the performance of a probationary employee is deemed unsatisfactory, their~~his/her~~ employment at the University or in the YSU Police Department may be terminated with two (2) weeks' notice during the probationary period. In lieu of the two-week notice, the University may pay the individual for eighty (80) hours at his/ her hourly rate of pay. A probationary employee who is separated from employment will be given a written statement of reasons for their~~his/her~~ separation. Separation of a probationary employee may not be advanced to arbitration under the provisions of Article 6 ("Grievance Procedure"). Members of the bargaining unit who are promoted from one classification to another within the bargaining unit shall serve a six-month probationary period; if their performance is deemed unsatisfactory in the position to which they have been promoted, they will be reinstated to the position from which they were promoted, rather than being separated.

312.2: If the University fills one (1) or more positions of University Dispatcher or University Law Enforcement Supervisor, it will consider qualified applicants from within the bargaining unit before considering candidates who are not members of the bargaining unit. However, the University's selection of a candidate to fill the position of University Law Enforcement Supervisor is not arbitrable. The University will consider the applicant's education, related work experience, performance evaluations, and length of University service in a position or positions related to the position for which they are~~he/she is~~ applying.

312.3: When the University decides to fill a vacant Sergeant position or a new Sergeant position is created, the position shall be filled by a competitive examination and an Assessment Center process from the University police officers who are qualified. Prior to the close of applications, for any examination administered ~~on or after January 1, 2017~~, those qualified must have a minimum of four years of service as a regular full-time University police officer.

- A. The examination shall be administered by a vendor chosen by the University. An assessment panel chosen by the University will assess the candidates and report its findings to Human Resources (~~Director of Talent Acquisition, Processing, and Employee Records~~ Executive Director HR Operations or successor title).
- B. The notice of promotional examination shall be announced fourteen (14) calendar days prior to an announcement on the University applicant tracking system. The announcement shall be made by a member of the Human Resources staff via an email message to all union associates. A copy of the announcement shall be posted on the FOP bulletin board. The promotional opportunity shall be announced on the University applicant tracking system and will include: the position title; duties; minimum qualifications; licenses or certifications; the announcement date and the date the position announcement closes. Only bargaining unit members who are qualified for the promotional opportunity and apply prior to the close of the position announcement shall be tested. A bargaining unit member requesting a testing accommodation must submit the request in writing to the Human Resources Benefits Manager at least fourteen days prior to scheduled testing. Bargaining unit members may be required to provide additional information to support their request.
- C. Within fourteen (14) days following the close of the promotional opportunity on the applicant tracking system, a list of all promotional examination resources

materials shall be made available to qualified bargaining unit members. The University will assure that the required materials are available from vendors. The cost of any such materials will be borne by the applicant.

- D. Applicants shall have a minimum of ninety~~sixty~~ (960) ~~work~~ days to prepare for the promotional testing. All testing shall be administered on campus.
- E. The promotional materials shall consist of not more than five research books or materials related to specific subjects. The YSU Police manual shall be included as one of the five books or research materials.
- F. All bargaining unit members shall be notified of their individual test results within forty-eight (48) hours of the scoring. All bargaining unit members shall be provided with the scores of all tested police officers in numerical order. No employee shall be identified by name except on their~~his or her~~ individual test score.
- G. The following preferences shall be added to a candidate's test score:
 - 1. **Military**: Military veterans with an honorable discharge (DD-214 or DD-256) shall receive a ten (10) point preference added to their~~his or her~~ test score.
 - 2. **Educational**: Candidates shall receive either a five (5) point preference added to their~~his or her~~ test score for an associate degree in Criminal Justice or a related field or a ten (10) point preference added to their~~his or her~~ score for a bachelor's degree in Criminal Justice or a related field. There shall be no pyramiding of this preference.
 - 3. **Longevity**: Candidates shall receive a one (1) point preference added to his or her test score for each year of service as a bargaining unit employee beyond five (5) years.

The maximum aggregate amount of all preference points shall not exceed fifteen (15) points.

- H. Applicants must score a minimum of seventy percent (70%) on the written test, exclusive of any preference points, to advance for assessment.
- I. The Assessment Center team will consist of persons who are not YSU employees and from the Ohio Chiefs of Police Association or similar organization. Assessment Center team members must have experience in law enforcement supervision in a leadership role of lieutenant or above. FOP shall be permitted to have an observer attend Assessment Center team meetings, provided that the FOP identifies the observer no later than thirty (30) before the Assessment Center team's first meeting.

J. J. The written test score plus any preference points shall count for forty percent (40%) of the candidate's total score, while the Assessment Center team evaluation shall count for sixty percent (60%) of the total score.

K. K. An Eligibility List expires two years after the examination has been scored.

| **APPENDICES A THROUGH E HAVE BEEN DELETED**

APPENDIX AF
GRIEVANCE FORM
GRIEVANCE FORM

Grievance # _____

Date Filed _____

Filed Through F.O.P.
Grievance Committee

Filed Independently
of F.O.P.

Name of Grievant: _____

Home Address: _____

Date Cause of Grievance Occurred: _____

Statement of Complaint of Grievant: (Attach supporting documents if appropriate)

Section of Agreement Alleged to Have Been Violated:

Remedy Sought:

Grievant's Signature

Date

cc: Grievant, AVP/Chief Human Resources Officer, F.O.P., Chief of YSU Police, Director of Labor Relations, Vice President for Administration

APPENDIX BG: YSU EVALUATION OF FOP BARGAINING UNIT MEMBER

PERFORMANCE STANDARDS FOR DISPATCHERS: Dispatchers in the FOP bargaining unit shall be evaluated according to the following Categories:

1. Knowledge of law enforcement laws and procedures
2. Knowledge of communication procedures (i.e., radio, telephone, LEADS, Kidde Card, etc.)
3. Preparation of reports (i.e., written reports, communications, logs, etc.)
4. Appearance
5. Attitude/Personality
6. Dependability
7. Initiative
8. Cooperation with Supervisor
9. Judgment
10. Public Relations

Dispatchers in the FOP bargaining unit shall be evaluated on the following rating scale for each category:

0 = Poor
1. = Needs Improvement
2. = Adequate
3. = Average
4. = Good
5. = Very Good
6. = Excellent

Dispatchers in the FOP bargaining unit shall be evaluated on the following overall rating scale:

<u>0-8 points:</u>	<u>Poor</u>
<u>9-16 points:</u>	<u>Needs Improvement</u>
<u>17-24 points:</u>	<u>Adequate</u>
<u>25-33 points:</u>	<u>Average</u>
<u>34-42 points:</u>	<u>Good</u>
<u>43-51 points:</u>	<u>Very Good</u>
<u>52-60 points:</u>	<u>Excellent</u>

PERFORMANCE STANDARDS FOR POLICE OFFICERS: Police Officers in the FOP bargaining unit shall be evaluated according to the following Categories:

1. (A) Firearms Proficiency
(B) Certification by the Ohio Peace Officers Council
2. Knowledge of law enforcement laws and procedures
3. Knowledge of communication procedures (i.e., radio, telephone, LEADS, Kidde Card, etc.)
4. Preparation of Reports (i.e., written reports, communications, logs, etc.)
5. Appearance

6. Attitude/Personality
7. Dependability
8. Initiative
9. Cooperation with Supervisor
10. Judgment
11. Public Relations

Police Officers in the FOP bargaining unit shall be evaluated on the following rating scale for each category (excluding Firearms Proficiency and Certification of Ohio Peace Officers Council, which are rated as Pass/Fail and Yes/No, respectively):

- 0 = Poor
- 1. = Needs Improvement
- 2. = Adequate
- 3. = Average
- 4. = Good
- 5. = Very Good
- 6. = Excellent

Police Officers in the FOP bargaining unit shall be evaluated on the following overall rating scale:

<u>0-8 points:</u>	<u>Poor</u>
<u>9-16 points:</u>	<u>Needs Improvement</u>
<u>17-24 points:</u>	<u>Adequate</u>
<u>25-33 points:</u>	<u>Average</u>
<u>34-42 points:</u>	<u>Good</u>
<u>43-51 points:</u>	<u>Very Good</u>
<u>52-60 points:</u>	<u>Excellent</u>

COMMENTS AND FINAL ACTION: The evaluation shall also include comments by the Evaluator, the Chief of Police, and the bargaining unit member and action by Human Resources

FORMAT: The University reserves the right to change the format and the medium to display, use and store the evaluation.

DISPOSITION: A copy of the evaluation is electronically stored and available to the staff member at the time of completion for review and acknowledgement.

APPENDIX G

YOUNGSTOWN STATE UNIVERSITY
UNIVERSITY DISPATCHER PERFORMANCE EVALUATION

NAME OF EMPLOYEE:		TYPE OF EVALUATION					
		<input type="checkbox"/> Probationary <input type="checkbox"/> Midpoint <input type="checkbox"/> Final <input type="checkbox"/> Annual					
CLASSIFICATION:							
CATEGORIES		RATING			POINTS		
1. Knowledge of law enforcement laws and procedures <i>(i.e., radio, telephone, Leads, Kidde Card, etc.)</i>		0 1 2 3 4 5 6					
2. Knowledge of communication procedures <i>(i.e., radio, telephone, Leads, Kidde Card, etc.)</i>		0 1 2 3 4 5 6					
3. Preparation of reports <i>(i.e., written reports, communication logs, etc.)</i>		0 1 2 3 4 5 6					
4. Appearance		0 1 2 3 4 5 6					
5. Attitude/Personality		0 1 2 3 4 5 6					
6. Dependability		0 1 2 3 4 5 6					
7. Initiative		0 1 2 3 4 5 6					
8. Cooperation with Supervisor		0 1 2 3 4 5 6					
9. Judgment		0 1 2 3 4 5 6					
10. Public Relations		0 1 2 3 4 5 6					
TOTAL POINTS:							
Ratings Legend: 0 - Poor 1 - Needs Improvement 2 - Adequate 3 - Average 4 - Good 5 - Very Good 6 - Excellent		Overall Evaluation: 0 - 8 points Poor 9 - 16 points Needs improvement 17 - 24 points Adequate 25 - 33 points Average 34 - 42 points Good 43 - 51 points Very Good 52 - 60 points Excellent					
Evaluator's Comments: <div style="text-align: right;">Signature _____ Date _____</div>							
Director of YSU Police Comments: <div style="text-align: right;">Signature _____ Date _____</div>							
Employee's Comments: <div style="text-align: right;">Signature _____ Date _____</div>							
Human Resources Action: <div style="text-align: right;">Signature _____ Date _____</div>							

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APPENDIX G

YOUNGSTOWN STATE UNIVERSITY UNIVERSITY POLICE OFFICER PERFORMANCE EVALUATION

NAME OF EMPLOYEE:		TYPE OF EVALUATION	
		<input type="checkbox"/> Probationary <input type="checkbox"/> Midpoint <input type="checkbox"/> Final <input type="checkbox"/> Annual	
CLASSIFICATION:			
CATEGORIES	RATING	POINTS	
1. (A) Firearms Proficiency (B) Certification by the Ohio Peace Officers Council	PASS/FAIL YES/NO		
2. Knowledge of law enforcement laws and procedures	0 1 2 3 4 5 6		
3. Knowledge of communication procedures (i.e., radio, telephone, Leads, Kidde Card, etc.)	0 1 2 3 4 5 6		
4. Preparation of reports (i.e., written reports, communication logs, etc.)	0 1 2 3 4 5 6		
5. Appearance	0 1 2 3 4 5 6		
6. Attitude/Personality	0 1 2 3 4 5 6		
7. Dependability	0 1 2 3 4 5 6		
8. Initiative	0 1 2 3 4 5 6		
9. Cooperation with Supervisor	0 1 2 3 4 5 6		
10. Judgment	0 1 2 3 4 5 6		
11. Public Relations	0 1 2 3 4 5 6		
TOTAL POINTS:			
Ratings Legend:	0 - Poor 1 - Needs Improvement 2 - Adequate 3 - Average 4 - Good 5 - Very Good 6 - Excellent	Overall Evaluation: 0 - 8 points Poor 9 - 16 points Needs Improvement 17 - 24 points Adequate 25 - 33 points Average 34 - 42 points Good 43 - 51 points Very Good 52 - 60 points Excellent	
Evaluator's Comments:			
Signature _____ Date _____			
Director of YSU Police Comments:			
Signature _____ Date _____			
Employee's Comments:			
Signature _____ Date _____			
Human Resources Action:			
Signature _____ Date _____			

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**APPENDIX CH
STANDARDS OF PROFICIENCY**

YSU/F.O.P. STANDARDS OF PROFICIENCY: FIREARMS

Armed officers who are members of the YSU-F.O.P. bargaining unit shall meet and maintain the following standards of proficiency with firearms, in accordance with the provisions of Article 168 of the Agreement.

A. General Provisions:

1. All officers will be considered in active pay status during qualifications.
2. Firearms qualifications will be conducted at least once annually.
3. At the range, each officer's weapon(s) will be inspected by the range officer before being fired by the officer.
4. The bullet load for qualifications will be the same that is carried for duty.
5. An officer may use speed loaders/speed strips or magazines to reload their~~his/her~~ weapon during qualifications.
6. Each officer's target will be scored at the range in the presence of the officer. Also, a copy of the score sheet will be provided to the officer within seven (7) days.
7. An officer who has secured the approval of the YSU Chief of Police to carry an alternate "plain clothes weapon" in accordance with the provisions of Section 223.1 of the Agreement shall be given two (2) opportunities annually to qualify with the "plain clothes weapon." (If the weapon is a 5-shot weapon, appropriate adjustments will be made in the Qualification Requirements specified in Section C.) If an officer fails to qualify with the "plain clothes weapon," it will cease to be approved for use under the provisions of Section 223.1.
8. At the range for qualification firing, each officer will use their~~his/her~~ duty rounds as part of the ammunition required for qualification firing. Following qualification firing, they~~he/she~~ will be issued new rounds of duty ammunition for their~~his/her~~ weapon. Including duty ammunition for up to two (2) speed loaders, speed strips or magazines.
9. If an officer fails to qualify with their~~his/her~~ duty weapon, they~~he/she~~ will be given two (2) hours of instruction and be given a second opportunity to fire for qualification within fourteen~~ten~~ (140) ~~working~~ days following the first test for qualification. If the officer fails to qualify the second time, they~~he/she~~ will receive an additional two (2) hours of instruction, and will be given a third opportunity to fire for qualification within

| ~~fourteen~~^{ten} (140) ~~working~~ days on duty following ~~their~~^{his/her} second firing for qualification.

B. Training:

1. The University will make available adequate firing range facilities for training purposes at least twice a month. The date(s) and location(s) of these facilities will be announced following consultation with the F.O.P. The use of the Beeghly firing range will be used when at all possible before using firing ranges off campus.
2. For training purposes, the University will make available to each officer sixty (60) rounds of ammunition of duty weapon for use in the designated training facility twice each month. If reloads are made available, they will be of similar load to duty ammunition. In addition, each officer will be provided with a target for training purposes.

C. Qualification Requirements: All officers will be required to satisfactorily complete a firearms qualification course approved by the Executive Director of the Ohio Peace Officer Training Council (OPOTC). The University will meet and confer with the F.O.P. before submitting any revised course to the Executive Director of the OPOTC for approval.

APPENDIX D
CONFIDENTIAL
SCREENING EXAMINATION FORM

TO THE PHYSICIAN:

The purpose of this examination is to determine if the participant is healthy enough to safely participate in an exercise program. Specific data are necessary to design an appropriate program for the participant. Please provide all information requested, sign and return this form to:

NAME _____ DATE _____

AGE _____ SEX _____ HEIGHT _____ WEIGHT _____

TOTAL CHOLESTEROL _____ HDL _____ LDL _____

General physical examination abnormalities: (Please list those findings that might place the participant at risk for exercise; and attach copies of any local physical examination forms used.)

Please attach results of a symptom limited maximal exercise stress test and complete the following data:

MODE OF TESTING _____ DATE OF TEST _____

MAXIMUM WORKLOAD ATTAINED (METS, KGM, SPD, GRADE) _____

RESTING HEART RATE _____ MAXIMUM HEART RATE ATTAINED _____

RESTING BLOOD PRESSURE _____ MAXIMUM BLOOD PRESSURE _____

RESTING AND EXERCISE ELECTROCARDIOGRAM INTERPRETATION
(Please attach copy)

PLEASE LIST ALL LIMITATIONS AND RISKS FOR EXERCISE (Such as: medications, diabetes, orthopedic problems, epilepsy, etc.)

I have examined the above-named participant and find them/him/her to be in good/poor health and is/is not capable of safely participating in an exercise program.

Date _____ Signature _____

Please print physician's name, address and phone number:

APPENDIX EJ: INSURANCE BENEFITS

Definitions:

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

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

Effective July 1, 2021 and ending June 30, 2022:

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

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

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

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

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

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

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

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

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

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

Fixed Costs = Administrative Costs + Stop Loss Premiums

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

Effective with the proposed Plan changes, and future

Reserve

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

HCAC Target Reserve Policy

I. Components of the Target Reserve:

- a. **IBNR Reserves** - represent the funds necessary to cover claims Incurred But Not Reported. For purposes of this contract, IBNR Reserves = 2.5 months of Expected Claims for medical, prescription drug, dental and vision claims. These are claims for which members have received services but the claims have not been paid or billed to the University; and
- b. **Margin** - represents the difference between the Maximum Claim Liability (applies to medical only) and Expected Claims Liability set by the University's consultant. This amount is calculated by multiplying Expected Claims Liability by 125%.

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

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

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

- a. A three-year projection of the Targeted Reserves should be used to effectively plan and adjust accounts through premium increase or decreases;
- b. Should the reserve balance exceed 45% of the average of the annual actual cost, the Health Care Advisory Committee shall consider options, including premium holidays, and make recommendations intended to reduce the reserve balance. The average of the annual actual cost is defined to be the three-year average of the annual actual cost required to operate the health care plan for the previous three fiscal years. The annual actual costs for a particular fiscal year includes claims or premium costs including stop loss insurance, administrative expenses incurred from vendors and consultants, wellness expenditures, all legally required fees and taxes associated with the health care plan, and other expenses that may be required to effectively operate the health care plans.
- c. Should the reserve balance fall below 25% of the projected annual costs, the Health Care Advisory Committee may consider options and make recommendations intended to raise the reserve balance.

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

EMPLOYEE CONTRIBUTIONS

Effective July 1, 2021, All employees shall contribute fifteen (15) percent of the fully insured equivalent rate for their subscriber selection. Payment shall be deducted in equal amounts for each eligible employee's bi-weekly paychecks.

INSURANCE BENEFITS

 Youngstown State University Plan Year beginning July 1, 2018		
 PPO <u>90/10 In-Network Plan</u> <u>70/30 Out-of-Network Plan</u>		
Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age	Up to Age 26 Removal upon End of Month	
Older Age Child	Ages 26 - 28 Removal upon End of Month (cost of coverage at the employee's expense)	
Pre-Existing Condition Waiting Period	Not Applicable	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Not Covered	
Benefit Period Deductible – Single/Family ¹	\$250/\$500	\$425/\$950
Coinurance	90%	70%
Coinurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$925/\$1,725	\$2,000/\$4,000
Total Medical Out-of-Pocket Maximums – (Including Deductible) -Single/Family	\$1,175/\$2,225	\$2,425/\$4,950
-Maximum Out-of-Pocket (MOOP) ⁵ Including deductible, Coinurance Out-of-Pocket Maximums and Copays) Single/Family	\$6,600 / \$13,200	Does not apply
Physician/Office Services		

Office Visit (Illness/Injury) ^{2,5}	\$15 copay, then 100%	70% after deductible
Urgent Care Office Visit ^{2,5}	\$15 copay, then 100%	70% after deductible
Advanced Practicing Nurse/Office Visit ^{2,5}	\$10 copay, then 100%	70% after deductible

All Immunizations – Medically Necessary	90% after deductible	70% after deductible
Administration of H1N1		100%

Preventive Services

Preventive Services, in accordance with state and federal law³	100%	70% after deductible
Routine Physical Exams (Age 21 and over)	100%	70% after deductible
Well Child Care Services including Exams, Well Child Care Immunizations and Laboratory Tests (To age 21)	100%	70% after deductible
Routine X-rays, Labs and Medical Tests	100%	70% after deductible
Routine Colonoscopy	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine PSA Test	100%	70% after deductible
Routine Vision Exam (One per benefit period)	100%	70% after deductible
Routine Hearing Exam (One per benefit period)	100%	70% after deductible

Outpatient Services

Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical Therapy & Occupational Therapy - Facility and Professional	90% after deductible	70% after deductible

(40 visits combined per benefit period)		
Chiropractic Therapy – Professional Only (12 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room ^{4,5}	\$75 copay, then 100%	
Non-Emergency use of an Emergency Room	90% after deductible	70% after deductible
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity Services	90% after deductible	70% after deductible
Skilled Nursing Facility	90% after deductible	70% after deductible
Human Organ Transplants	90% after deductible	70% after deductible
Additional Services		
Allergy Testing	90% after deductible	70% after deductible
Allergy Treatments	90% after deductible	70% after deductible
Ambulance Services includes Air	90% after deductible	70% after deductible
Durable Medical Equipment / Medical Supplies	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice Services	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Weight Loss Services (including complications from weight loss surgical services)	90% after deductible	70% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance		

Abuse Services		Benefits paid are based on corresponding medical benefits		
Outpatient Mental Health and Substance Abuse Services				
Prescription Drug		A Network Provider (You will pay the least)	A Non-Network Provider (You will pay the most)	
	Generic copay - home delivery Tier 1	\$10	Does Not apply	Covers up to a 90-day supply.
	Preferred brand copay – retail Tier 2	25% to maximum of \$30	Does not apply	Covers up to a 30-day supply.
	Preferred brand co-pay – home delivery Tier 2	25% to a maximum of \$60	Does not apply	Covers up to a 90-day supply.
	Non-Preferred brand copay – retail Tiers 3	25% to a maximum of \$70	Does not apply	Covers up to a 30-day supply.
	Non Preferred brand copay – home delivery Tier #	25% to a maximum of \$175	Does not apply	Covers up to a 90-day supply.
	Specialty Drugs	Applicable drug tiers copay applies	Does not apply	Covers up to a 30-day supply.

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

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

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

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

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

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

In certain instances, Medical Mutual's payment may not equal the percentage

listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

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

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

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

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

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

 <p>MEDICAL MUTUAL OF OHIO AND ITS FAMILY OF COMPANIES</p> <p>Youngstown State University Plan Year beginning July 1, 2024 PPO 90/1085/15 In-Network Plan 70/3060/40 Out-of-Network Plan</p> 		
Benefits	Network	Non-Network
Benefit Period	January 1st through December 31 st	
Dependent Age Older Age Child	Up to Age 26 Removal upon End of Month Ages 26 - 28 Removal upon End of Month (cost of coverage at the employee's expense)	
Pre-Existing Condition Waiting Period	Not Applicable	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Not Covered	
Benefit Period Deductible – Single/Family	\$250350/\$5700	\$4251,600/\$9503,200
Coinurance	9085%	7601%
Coinurance Out-of Pocket Maximum (Excluding Deductible) – Single/Family	\$9251,000/\$1,7252,000	\$2,000/\$4,000 Eliminated
Total Medical Out-of-Pocket Maximums – (Including Deductible) -Single/Family	\$1,175350/\$2,225700	\$2,425/\$4,950 Does not apply
-Maximum Out-of-Pocket (MOOP) 5 Including deductible, Coinsurance Out-of-Pocket Maximums and Copays) Single/Family	\$6,600 / \$13,200	Does not apply \$8,600/\$16,000
Physician/Office Services		

Office Visit (Illness/Injury) ^{2,5}	\$ <u>1520</u> copay, then 100%	<u>760</u> % after deductible
Urgent Care Office Visit ^{2,5}	\$ <u>1520</u> copay, then 100%	<u>760</u> % after deductible
Advanced Practicing Nurse/Office Visit 2,5	\$ <u>150</u> copay, then 100%	<u>760</u> % after deductible
All Immunizations – Medically Necessary	<u>9085</u> % after deductible	<u>760</u> % after deductible
Administration of H1N1		100%
Preventive Services		
Preventive Services, in accordance with state and federal law ³	100%	<u>760</u> % after deductible
Routine Physical Exams (Age 21 and over)	100%	<u>760</u> % after deductible
Well Child Care Services including Exams, Well Child Care Immunizations and Laboratory Tests (To age 21)	100%	<u>760</u> % after deductible
Routine X-rays, Labs and Medical Tests	100%	<u>760</u> % after deductible
Routine Colonoscopy	100%	<u>760</u> % after deductible
Routine Mammogram (One per benefit period)	100%	<u>760</u> % after deductible
Routine Pap Test (One per benefit period)	100%	<u>760</u> % after deductible
Routine PSA Test	100%	<u>760</u> % after deductible
Routine Vision Exam (One per benefit period)	100%	<u>760</u> % after deductible
Routine Hearing Exam (One per benefit period)	100%	<u>760</u> % after deductible
Outpatient Services		
Surgical Services	<u>9085</u> % after deductible	70% after deductible
Diagnostic Services	<u>9085</u> % after deductible	70% after deductible
Physical Therapy & Occupational Therapy - Facility and Professional (40 visits combined per benefit period)	<u>9085</u> % after deductible	70% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	<u>9085</u> % after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	<u>9085</u> % after deductible	70% after deductible
Cardiac Rehabilitation	<u>9085</u> % after deductible	70% after deductible
Emergency use of an Emergency Room ^{4,5}	\$ <u>75200</u> copay, then 100%; <u>waived if admitted</u>	
Non-Emergency use of an Emergency Room	<u>9085</u> % after deductible	70% after deductible
Inpatient Facility		
Semi-Private Room and Board	<u>9085</u> % after deductible	<u>760</u> % after deductible
Maternity Services	<u>9085</u> % after deductible	<u>760</u> % after deductible
Skilled Nursing Facility	<u>9085</u> % after deductible	<u>760</u> % after deductible
Human Organ Transplants	<u>9085</u> % after deductible	<u>760</u> % after deductible
Additional Services		

Allergy Testing	90% after deductible	70% after deductible
Allergy Treatments	90% after deductible	70% after deductible
Ambulance Services includes Air	90% after deductible	70% after deductible
Durable Medical Equipment / Medical Supplies	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice Services	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Weight Loss Services (including complications from weight loss surgical services)	90% after deductible	70% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

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

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

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

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

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

	A Network Provider (You will pay the least)	A Non-Network Provider (You will pay the most)	
Generic Copay – retail Tier 1	\$420% up to a maximum of \$5	Does not apply	Covers up to a 30-day supply
Generic copay - home delivery Tier 1	\$10-20% up to a maximum of \$15	Does Not apply	Covers up to a 90-day supply.
Preferred brand copay – retail Tier 2	25% to maximum of \$350	Does not apply	Covers up to a 30-day supply.
Preferred brand co-pay – home delivery Tier 2	25% to a maximum of \$670	Does not apply	Covers up to a 90-day supply.
Non-Preferred brand copay – retail Tiers 3	25% to a maximum of \$750	Does not apply	Covers up to a 30-day supply.

Non Preferred brand copay – home delivery Tier #	25% to a maximum of \$180⁷⁵	Does not apply	Covers up to a 90-day supply.
Specialty Drugs	Applicable drug tiers copay applies	Does not apply	Covers up to a 30-day supply.

Definitions:

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

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

Effective July 1, 2022⁴ and ending June 30, 2024⁴:

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

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

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

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

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

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

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

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

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

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

Fixed Costs = Administrative Costs + Stop Loss Premiums

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

Effective with the proposed Plan changes, and future

Reserve

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

HCAC Target Reserve Policy

VI. Components of the Target Reserve:

- a. **IBNR Reserves** - represent the funds necessary to cover claims Incurred But Not Reported. For purposes of this contract, IBNR Reserves = 2.5 months of Expected Claims for medical, prescription drug, dental and vision claims. These are claims for which members have received services but the claims have not been paid or billed to the University; and
- b. ~~Margin - represents the difference between the Maximum Claim Liability (applies to medical only) and Expected Claims Liability set by the University's consultant. This amount is calculated by multiplying Expected Claims Liability by 125%.~~

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

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

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

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

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

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

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

EMPLOYEE CONTRIBUTIONS

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

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

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

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

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

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

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

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

APPENDIX **FK** URINALYSIS PROCEDURES

- A. Whenever the University determines there is a need to have a reasonable suspicion drug test conducted on an employee, the employee will be notified of the test requirement just prior to being transported without delay to the medical facility or laboratory that will collect the urine sample. The following will be screened by the test: marijuana, cocaine, PCP, amphetamines, opiates, MDMA (ecstasy), heroin, barbiturates, benzodiazepines, methadone, propoxyphene, oxycodone and Vicodin. The employee will be accompanied by an officer of the YSU Police Department. Whenever an employee is selected for a random drug test ~~they/he or she~~ will be permitted to transport ~~them~~him or herself to the medical facility or laboratory.
- B. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. Specimen collection will occur in a medical setting, and the procedures should not demean, embarrass or cause physical discomfort to the employee.
- C. The employee will be provided a sealed specimen container. Within the container used for the collection will be two containers used for the transport of the specimen.
- D. The containers will be new and free of contaminates.
- E. The employee will deposit a minimum volume of urine (at least 45cc's) in a specimen cup. This will then be divided and placed in the two containers by a representative of the collection site. An employee who is unable to provide an adequate sample initially will remain under observation until able to do so.
- F. A tamper proof seal will be used on the containers.
- G. The containers will be labeled in front of the employee.
- H. Each step in the collection and processing of the urine sample shall be documented to establish procedural integrity, and the chain of evidence.
- I. ~~Social security~~ Banner numbers will be used as a donor identifying number. This number will be utilized to identify the sample throughout the collection and testing phases of the urine screening. The purpose of the donor identifying number is to protect the identity of the donor providing the sample. Laboratory testing personnel will only have access to the identifying number and not the individual's name.
- J. The officer accompanying the employee will be assigned by the Chief of the YSU Police Department or their~~his/her~~ designee.
- K. Positive drug screen results will be submitted to the Medical Review Officer (MRO) for prescription verification. The employee will be notified as soon as possible once results are

received. The employee will be given the opportunity to provide information regarding current medications and the pharmacy in which the prescriptions were filled or the facility in which the medication was given. The information provided will then be verified and the MRO will determine if the drug screen results will be considered positive or negative. The University will be notified of the findings following the investigation. If the drug screen is considered negative, the employer copy of the chain of custody will be marked as negative and signed by the MRO.

- | L. In the event the first sample shows a presence of any illegal drug or narcotic the employee shall have the option of having the second sample tested (at their~~his~~ own expense) at another qualified laboratory. In this event, the first laboratory will be notified that the client would like the split specimen tested and the second sample, along with all documentation and chain of custody, will be forwarded to another accredited laboratory.

APPENDIX G Overtime Aggregate Roster Procedures

1. The aggregate overtime roster will rank bargaining unit members from least total amount of overtime offered to the most amount of overtime offered. The available bargaining unit member with the lowest total amount of overtime offered will be offered overtime opportunities first followed by the available bargaining unit member with the second lowest total and so on.
2. In the event If multiple bargaining unit members have the same total number of overtime hours offered, then those members will be ranked by seniority.
3. Bargaining unit members who work overtime will be charged on the aggregate overtime roster for the actual time worked.
4. Bargaining unit members who refuse an overtime opportunity shall be charged on the aggregate over-time roster with the actual hours worked by the bargaining unit member who accepted the overtime opportunity.
5. Bargaining unit members are considered unavailable/will not be offered the overtime opportunity if the scheduled hours of the overtime opportunity fall within a time when they are already on duty, in court, working another overtime detail, etc.
6. Bargaining unit members who are on approved sick or FMLA leave will be considered unavailable/will not be offered overtime opportunities until they return to work.
7. Bargaining unit members who are on approved leaves that do not include sick or FMLA will only be unavailable/not be offered overtime opportunities for the actual hours they are on that approved leave.
8. If a bargaining unit member is offered multiple overtime opportunities whose times overlap and the bargaining unit member refuses them all, the bargaining unit member will only be charged on the aggregate over-time roster for the overtime opportunity totaling the least hours.
9. If all available bargaining unit members refuse an overtime opportunity offered and it goes unfilled, then all bargaining unit members who refused the overtime opportunity will be charged on the aggregate over-time roster for the total amount from the start time for the bargaining unit member for the event to the scheduled end of the event.
10. If the overtime callout begins within two (2) hours of the start time of the detail, the bargaining unit members who refuse the opportunity will not be charged for the refusal on the overtime aggregate roster.
11. Holiday pay is not considered overtime and will not be charged to a bargaining unit member's aggregate overtime roster total. If a bargaining unit member works/refuses

overtime on a holiday separate from the shift they received holiday pay for they will be charged on the aggregate over-time roster appropriately.

12. Overtime accrued from appearances in court on behalf of the department and training (this includes acting as an officer or dispatcher mentor/trainer, attending training as assigned by the university, and instructing training for other bargaining unit members as assigned by the university) will not be charged to the bargaining unit member's aggregate over-time roster total.
13. If a bargaining unit member accepts an overtime opportunity and then refuses it within 36 hours of that bargaining unit member's scheduled start time of the overtime opportunity, then they shall be charged on the aggregate over-time roster one and one half (1.5) times the actual number of hours worked by the bargaining unit member who accepted the overtime opportunity. If no bargaining unit member accepts the detail and it goes unfilled, then the bargaining unit member will be charged on the aggregate over time roster one half (1.5) times the total amount of hours from the start time for the bargaining unit member for the event to the scheduled end of the event.
14. The aggregate overtime roster will be completed by the FOP/OLC Associate or the FOP/OLC Alternate. A completed copy of the previous week's overtime aggregate roster will be posted in the Police Dept. Roll Call Room. A current week's overtime aggregate roster will be posted in dispatch.
15. Upon hiring of a new bargaining unit member, they will be credited with the average number of hours taken from the current hours totals of all bargaining unit members in the same classification on the aggregate over-time roster.

SIGNATURE PAGE

IN WITNESS HEREOF, the parties herein, by their duly authorized officers and agents, have affixed their signatures.

**FOR THE FRATERNAL ORDER
OF POLICE:**

Chuck WilsonOtto J. Holm, Jr.

F.O.P. Representative

**FOR YOUNGSTOWN STATE
UNIVERSITY:**

James Tressel

President

Atty. Kevin M. Kralj

Chief Negotiator, Director Labor and
Employee Relations



**RESOLUTION REGARDING TERMS AND CONDITIONS FOR
CLASSIFIED LAW ENFORCEMENT EMPLOYEES EXCLUDED FROM
COLLECTIVE BARGAINING**

WHEREAS, the Board of Trustees ratified a collective bargaining Agreement with the Fraternal Order of Police, Ohio Labor Council, Inc., (F.O.P.) for the three-year period July 1, 2021 through June 30, 2024, which defines wages and other terms and conditions of employment for classified employees in the bargaining unit; and

WHEREAS, it is deemed to be equitable and in the best interest of the University to extend some of the provisions of the Agreement to classified law enforcement employees excluded from collective bargaining (Lieutenants); and

WHEREAS, those provisions are in the areas of pay, insurance, overtime compensation, holidays, vacation, leaves, uniforms and equipment, retirement, instructional fee remission and miscellaneous benefits.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Youngstown State University, that the following F.O.P. collective bargaining agreement articles and/or sections be extended to classified law enforcement employees who are excluded from collective bargaining: Article 4 (Pay); Article 5 (Insurance); Article 14 (Overtime), excluding Section 14.3; Article 15 (Holidays); Article 19 (Vacation) except to the extent it is inconsistent with ORC Sections 9.44 and 124.131 regarding the computation of prior service credit; Article 22 (Uniforms and Equipment); Article 25 (Retirement); Article 26 (Miscellaneous), excluding Section 26.4; and Article 31 (Instructional Fee Remission).



**RESOLUTION TO RATIFY
PERSONNEL ACTIONS**

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

WHEREAS, new appointments and other personnel actions have been made subsequent to the December 2, 2021, meeting of the Board of Trustees; and

WHEREAS, such personnel actions are in accordance with the 2021-2022 Budget and with University policies 3356-2-02, Equal Opportunity and Affirmative Action Recruitment and Employment; 3356-9-02, Selection and Annual Evaluation of Administrative Officers of the University; 3356-7-42, Selection of Professional/Administrative Staff; and 3356-7-43, Externally Funded Professional/Administrative Staff;

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



SUMMARY OF PERSONNEL ACTIONS

Professional Administrative and Faculty Employees

10/16/21 through 1/15/22

Appointments – 15

*New – 6

- Excluded – 2
- Externally Funded – 3
- Faculty – 1

*Replacement - 9

- Professional Administrative Externally Funded – 1
- Faculty – 2
- Professional Administrative Excluded – 1
- Professional Administrative Staff – 4
- Chair/Director – 1

Separtations – 13

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

Reclassifications/Position Adjustments – 5

- Faculty – 1
- Professional Administrative Staff – 1
- Professional Administrative Excluded – 3

Promotions – 5

- Professional Administrative Externally Funded – 3
- Professional Administrative Excluded – 2

Salary Adjustments – 3

- Professional Administrative Excluded – 3

**YOUNGSTOWN STATE UNIVERSITY
PROFESSIONAL ADMINISTRATIVE AND FACULTY
PERSONNEL ACTIONS 10/16/21 THROUGH 1/15/22
APPOINTMENTS**

**YOUNGSTOWN STATE UNIVERSITY
PROFESSIONAL ADMINISTRATIVE AND FACULTY
PERSONNEL ACTIONS 10/16/21 THROUGH 1/15/22
SEPARATIONS**

**YOUNGSTOWN STATE UNIVERSITY
PROFESSIONAL ADMINISTRATIVE AND FACULTY
PERSONNEL ACTIONS 10/16/21 THROUGH 1/15/22
RECLASSIFICATIONS/POSITION ADJUSTMENTS**

**YOUNGSTOWN STATE UNIVERSITY
PROFESSIONAL ADMINISTRATIVE AND FACULTY
PERSONNEL ACTIONS 10/16/21 THROUGH 1/15/22
PROMOTIONS**

**YOUNGSTOWN STATE UNIVERSITY
PROFESSIONAL ADMINISTRATIVE AND FACULTY
PERSONNEL ACTIONS 10/16/21 THROUGH 1/15/22
SALARY ADJUSTMENTS**

EMPLOYEE NAME	EMPLOYEE TYPE	POSITION TITLE	DEPARTMENT	CONTRACT/APPOINTMENT DATES	NEW FTE	NEW SALARY	OLD FTE	PREVIOUS SALARY
Donaldson, Rosalyn	Excluded	Director ACT Prog Manager	IT Customer Services	12/16/2021	1.00	\$ 96,880.00	1.00	\$ 94,380.00
Edwards, David	Excluded	Associate Director	Budget/ Planning & Treasury Operations	11/1/2021	1.00	\$ 75,000.00	1.00	\$ 69,498.29
Morgione, Greg	Excluded	Associate General Counsel Liaison	General Counsel	11/1/2021	1.00	\$ 138,000.00	1.00	\$ 115,544.66



**RESOLUTION TO APPROVE
THE MULTI-YEAR APPOINTMENT OF THE DEAN OF THE WILLIAMSON
COLLEGE OF BUSINESS ADMINISTRATION WITH RANK AND TENURE**

WHEREAS, a vacancy occurred in the position of Dean Williamson College of Business Administration with the Retirement of Betty Jo Licata; and

WHEREAS, the Board of Trustees approved the authorization of a search in accordance with University Policy 3356-9-02 Selection, Appointment, and Evaluation of Administrative Officers; and

WHEREAS, the position of Dean, Williamson College of Business Administration is eligible for a multi-year appointment when in the best interest of the University pursuant to University Policy 3356-9-02 and requires that the Board approve this appointment prior to the start date of the multi-year contract; and

WHEREAS, this position is eligible for faculty rank and tenure pursuant to University Policy 3356-9-05, Faculty Rank and Tenure for Designated Administrators; and

WHEREAS, a candidate was identified from an applicant pool obtained as a result of a national search process and recommended by the search committee; and

WHEREAS, the candidate's credentials have been reviewed by the tenured faculty members of the Department of Management and Marketing with a recommendation to the Board of Trustees that the candidate be appointed as a full Professor with tenure; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the multi-year appointment of Dr. Kelly Wilkinson as the Dean of the Williamson College of Business Administration with tenure, effective March 3, 2022 through June 30, 2025, attached as an exhibit.



Multiple Year Appointment

March 3, 2022

Dr. Kelly Wilkinson
8210 Timberlane Drive, NE
Warren, Ohio 44484

Dear Dr. Wilkinson:

It is a pleasure to offer you the position of Dean and Professor, as described herein.

Title: Dean, Williamson College of Business Administration **Division:** Academic Affairs
Employment Period: March 3, 2022 to June 30, 2025 **Union:** Excluded
Annual Salary: \$180,000 **Salary Range:** A12
FTE: 1.00-Professional/Administrative Staff

This appointment is subject to formal approval by the Board of Trustees, a recommendation that I will make at the regular meeting of the Board of Trustees on March 3, 2022, per Board of Trustees Policy 3356-9-02.

This appointment is also subject to the provisions of the Ohio Constitution and Revised Code, applicable regulations of State agencies, and the policies of the Board of Trustees of Youngstown State University; it is contingent upon the availability of funds, your rendering full-time service to the University in accordance with the provisions of applicable laws, regulations and policies, your submission of proper documentation of your professional credentials, and your submission of periodic reports concerning your consulting activities.

I understand that you will be recommended for appointment at the rank of full Professor with tenure in the Williamson College of Business Administration, Department of Management and Marketing. I will be pleased to forward that recommendation with my own support to the Board of Trustees.

If during this employment period, the University recommends that you assume your full-time faculty status, you would be entitled to continue to receive your current salary as Dean for the remaining employment period designated in this Multiple Year Appointment. Thereafter, your salary would be determined by the base salary (set forth below) and adjusted in accordance with the provisions of applicable University rules, Board policies and collective bargaining agreements.

Should you wish to step down from the position of Dean to assume full-time faculty status at the University, you will thereafter be deemed a full-time, nine-month faculty member with tenure. Your annual base salary for the faculty appointment as of March 3, 2022, is \$125,000. Any increases to the base salary would be determined in accordance with the provisions of applicable University rules, Board policies and collective bargaining agreements.

Youngstown State University may terminate your appointment at any time with just cause. If just cause exists, you will be terminated effective immediately upon receipt of written notice. For purposes of this appointment, just cause shall mean: (a) neglect or failure to fulfill the duties, responsibilities and obligations required of your position as



determined in the sole judgment of the University; (b) any conduct that constitutes moral turpitude or that would bring public disrespect upon the University, as determined by the University; (c) a violation of any local, state or federal law, excluding minor violations; or (d) any other normally understood meaning of just cause in similar employment at the other public universities in the State of Ohio.

In addition to your salary, you are eligible for participation in certain fringe benefit programs. These include: health insurance, prescription coverage, term life insurance, dental and vision insurance, and other benefits as provided by the Board of Trustees to those in the Professional/Administrative Staff. The University also provides the option of contributing to both 403(b) and 457 Plans. No employer contributions are made.

Your earnings from this job are not covered under Social Security. You will have the option of enrolling in Ohio's Public Employees Retirement System (OPERS) or the Alternative Retirement Program (ARP) during the term of this appointment. As a condition of employment, your salary and other payments made to you will be subject to the Salary Reduction Pick-Up, i.e., employee contributions withheld on a pre-tax basis. The University is required to contribute on your behalf to Ohio's Public Employees Retirement System (OPERS) or the Alternative Retirement Program (ARP) during the term of this appointment. For additional information, please visit www.opers.org.

Professional/Administrative staff will earn 22 days of vacation leave and 15 days of sick leave per year; this is per Board policy, and subject to change. Vacation and sick leave are accrued commencing with the first semi-monthly pay period.

If the terms and conditions of this appointment are agreeable, please sign and return this appointment letter to the Office of Human Resources at your earliest convenience. A copy will be provided to you for your records.

I want to welcome you to our Senior Leadership Team. We look forward to working with you to make Youngstown State University a premier university in Ohio and beyond.

Best Regards,

Mr. James P. Tressel, President

I accept the appointment under the terms set forth above.

Signed: _____

Date: _____



**RESOLUTION TO AMEND THE BYLAWS OF THE
BOARD OF TRUSTEES OF YOUNGSTOWN STATE UNIVERSITY**

WHEREAS, the Board of Trustees of Youngstown State University is a self-governing body established under Chapter 3356 of the *Ohio Revised Code*; and

WHEREAS, the Board of Trustees has adopted *Bylaws of the Board of Trustees of Youngstown State University* (the “*Bylaws*”) regarding its governance and policies regarding its procedures; and

WHEREAS, the Governance Committee of the Board of Trustees has recently undertaken a review of the Board’s *Bylaws* and has determined that the *Bylaws* should be amended; and

WHEREAS, pursuant to Article IX, Section 3.A. of the *Bylaws*, the Governance Committee announced its proposed amendments to the *Bylaws* at the regular meeting of the Board of Trustees held December 2021.

NOW, THEREFORE, BE IT RESOLVED, effective immediately, that the Board of Trustees of Youngstown State University does hereby amend its *Bylaws* as reflected in the redlined version of the *Bylaws* attached hereto

BE IT FURTHER RESOLVED, that University administration is authorized and directed to take such actions as are necessary and appropriate to effectuate the amendment of the Board’s *Bylaws*, including the republication of the *Bylaws* booklet.

3356-1-01 Bylaws.

(A) Article I. Definitions.

- (1) "Board" means the board of trustees of Youngstown state university.
- (2) "University" means Youngstown state university.
- (3) "Chairperson" means the chairperson of the board of trustees of Youngstown state university.
- (4) "Vice chairperson" means the vice chairperson of the board of trustees of Youngstown state university.
- (5) "Trustee" means a member of the board appointed for a term of nine years, or for the remainder of such a term, by the governor of the state of Ohio pursuant to section 3356.01 of the Revised Code.
- (6) "Student trustee" means a student member of the board appointed by the governor of the state of Ohio pursuant to section 3356.01 of the Revised Code.
- (7) "President" means the president of Youngstown state university.
- (8) "Secretary" means the secretary to the board of trustees of Youngstown state university.
- (9) "Designee" means a member of the university's administrative office(s).

(B) Article II. Meetings.

- (1) Regular meetings.
 - (a) The board shall meet no less than four times each year, and at such other times as may be necessary for the best interests of the university. Meetings shall be called at such times as the board prescribes, provided, however, that meetings will usually be held in the months of September, December, March, and June. At the time of the

adjournment of each meeting, the board shall provide, by resolution, the date, time, and place for holding the board's next regular meeting. No less than seven-five days prior to the date of a regular meeting, the secretary,or designee, shall provide written notice of said meeting to every member of the board. Notices may be hand-delivered or sent via facsimile, electronic mail, or by first class mail to the residence or business address of a board member.

- (b) Any board member may waive notice of a regular meeting. Attendance of a board member at a regular meeting shall constitute a waiver of notice of the regular meeting.
- (2) Special meetings.
 - (a) Special meetings of the board may be called by written request (the "Call") signed by the chairperson, the president, or by three trustees, and delivered to the secretary. The Call for a special meeting shall specify the date, time, place, and purposes thereof, although other business than that specified in the Call may be considered at any such meeting. Upon receipt of a call for a special meeting, and no less than forty-eight hours prior to the time of commencement of the special meeting, the secretary shall provide notice of the special meeting to every member of the board and to the president. Notice of a special meeting shall include the date, time, place, and purposes thereof, as set forth in the Call. Notice of a special meeting may be given in oral or written form and may be given directly to the board member by telephone or direct conversation, or by facsimile, hand delivery, electronic or first first-class mail sent to the board member's residence or place of business.
 - (b) Any board member may waive notice of a special meeting. Attendance of a board member at a special meeting shall constitute a waiver of notice of the special meeting.
- (3) Emergency meetings. In the event of an emergency wherein the best interests of the university require immediate official action by

the board, the chairperson (or in his or her absence or disability, the vice chairperson) or the president (or in his or her absence, the provost of the university) may call an emergency meeting of the board. In such event, all reasonable effort shall be made to schedule the emergency meeting in order to permit all of the members of the board to attend the emergency meeting. In such event, all reasonable effort shall be made to notify all of the members of the board of the date, time, place, and nature of the emergency requiring immediate official action.

(4) Place of meetings.

- (a) All regular and special meetings of the board shall be held on university property or through YSU supported technology as provided by law, or on rare occasions off-campus, but with easy access to the public, if circumstances warrant as determined by the chairperson and the president and as provided by law. The place of all board meetings shall be specified in the notice of the meeting.
- (b) Emergency meetings of the board shall be held on university property unless, in the judgment of the person or persons making the Call, the circumstances creating the emergency render a meeting on university property either physically impractical or infeasible.

(5) Quorum.

- (a) A majority of the trustees, when duly convened pursuant to these bylaws, shall constitute a quorum for the transaction of business at any meeting of the board. Student trustees shall not be considered in the determination of a quorum. If less than a majority of the trustees are present at, or at any time during said meeting, a majority of the trustees present may adjourn the meeting from time to time without further notice. When, upon reconvening any such adjourned meeting, a quorum is present, any business may be transacted which might have been transacted at the meeting as originally notified.

- (b) At any meeting where a quorum is present, a majority vote of those present and voting shall be required for any official action by the board, except as otherwise permitted by law or by these bylaws.
- (c) A trustee may abstain from voting on a matter. A trustee that abstains from voting shall be counted in the determination of a quorum but shall not be counted as voting in favor or against the matter upon which the vote is taken. Trustees having a direct personal or pecuniary interest in a matter that is not common to other members of the board should declare that interest and refrain from discussing and voting on that matter.

(6) Organization of meetings.

- (a) At each meeting of the board, the chairperson, or in the chairperson's absence, the vice chairperson, or in the absence of both, a chairperson pro tempore, chosen by a majority of the trustees present, shall preside. The secretary, or in the secretary's absence, any person appointed by the chairperson, shall keep the minutes of the meeting, and otherwise perform the duties of secretary of the meeting.
 - (i) The minutes shall be developed as prescribed by law and include information that provides perspectives regarding decisions made by the board as well as demonstrate the board is proactive in its responsibilities to both the state of Ohio and in consideration of the continuing accreditation of the university.
 - (ii) The minutes shall be maintained on the university's board of trustees website in addition to those also maintained via the Maag library in accordance with laws and/or policies associated with records retention.
 - (iii) Minutes shall be prepared and provided to the board as soon as practicable after each board meeting in

order that members may appropriately review and approve the minutes.

(7) Order of business. The order of business at all regular and special meetings of the board shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting.
- (c) Disposition of minutes. (Minutes shall be prepared and provided to the board as soon as practicable after each board meeting in order that members may be prepared for discussion. Upon approval, all minutes shall be promptly recorded and open to public inspection.)
- (d) Presentation(s) from the university community (optional).
- ~~(e)~~ Report of the president.
- ~~(f)~~ Report of the committees of the board.
- ~~(g)~~ Communications and memorials.
- ~~(h)~~ Unfinished business.
- ~~(i)~~ New business.
- ~~(j)~~ Chairperson's remarks (optional) and requested additional president's remarks as chosen to be offered.
- ~~(k)~~ Election of board officers (as pertinent).
- ~~(l)~~ Time and place of next regular meeting of the board.
- ~~(m)~~ Adjournment.

- (8) Parliamentary procedure. Questions of parliamentary procedure shall be resolved in accordance with "Robert's Rules of Order." The secretary, or designee, shall serve as the board's parliamentarian.
- (9) Procedures for presentation of items to be considered.
 - (a) Any proposed action introduced by a board member which would substantially affect university policy shall be presented to the chairperson prior to the meeting at which the matter is to be considered by the board. The proposed action shall be submitted in sufficient time to allow the chairperson to assign the proposed action to an appropriate board committee to review such action and to make whatever recommendations to the full board the committee deems to be appropriate.
 - (b) The annual budget and all other major questions of university policy recommended by the president shall be presented to each member of the board prior to the meeting at which the matter is to be considered by the board. The proposed action shall be submitted in sufficient time to allow the appropriate board committee to review such action and to make whatever recommendations to the full board it deems to be appropriate.
 - (c) Any business to be presented to the board by other than a board member or the president shall be submitted in writing to the chairperson, who shall refer it to the appropriate board committee for consideration and possible action. The chairperson may direct that such business be placed on the agenda.
- (10) Public notice of meetings.
 - (a) Public notice of all board meetings shall meet or exceed that required by Ohio law, section 121.22 of the Revised Code.

(b) Any person or news medium may ascertain the time and place of all regularly scheduled board meetings and the time, place, and purpose of all special board meetings by contacting university communications or on the internet at <http://ysu.edu/board-of-trustees>. The local media, and other interested parties, will be made aware of upcoming meetings of the board when requesting such notification by contacting the office of communications.

(i) Written request mailed or delivered to the office of the president; or

(ii) Inquiry by telephone or in person at the office of the president during normal business hours.

(c) Any news media representative may obtain notice of the time, place, and purpose of all special meetings of the board by requesting in writing that such notices be provided and by paying an annual fee of fifteen dollars to compensate the university for the special services required of it in providing such notice. Such notices will be furnished to one named representative of any particular publication or radio or television station. All requests for such notification shall be addressed to the secretary of the board of trustees of Youngstown State University (YSU). Each such request shall provide the name of the individual media representative to be contacted, his or her mailing address, his or her telephone facsimile number (if available), and not to exceed two telephone numbers at which such representative may be reached.

(i) The secretary shall maintain a list of all news media representatives who have requested notice of special meetings pursuant to paragraph (B)(10)(c) of the bylaws and who have paid the service charge described above. In the event of a special meeting (which is not of an emergency nature), the secretary shall notify each media representative on said list of such meeting by doing at least one of the following:

- (a) Mailing written notice to the representative at his or her given mailing address, which written notice must be deposited in United States first class mail no later than three calendar days prior to the day of the special meeting;
- (b) Calling the representative by telephone no later than twenty four hours prior to the special meeting. Such telephone notice shall be deemed complete if a message has been left for the representative at either of his or her given telephone numbers or if, after reasonable effort, the secretary has been unable to provide such telephone notice;
- (c) Sending notice addressed to the representative via telephone facsimile to the facsimile number provided by the representative;
- (d) Sending notice addressed to the representative via electronic mail to the electronic mail address provided by the representative;
- (e) Informing such representative personally no later than twenty four hours prior to the special meeting.

(ii) In the event of an emergency requiring immediate official action, the individual or individuals calling the meeting shall direct the secretary to notify immediately those news media representatives appearing on the list described in the preceding paragraphs of the time, place, and purpose of the meeting.

(iii) In furnishing the notices required by paragraph (B)(10) of the bylaws, the secretary may rely upon

~~the assistance provided by the president (or the president's designee), and any such notice shall be deemed complete if given in the manner provided in paragraph (B)(10) of the bylaws.~~

~~(iv) The secretary shall maintain a list of the names, addresses, electronic mail addresses, telephone numbers, telephone facsimile numbers, and business affiliation, if given, of all persons who have provided written request of all regular and special board meetings, and of all news media representatives who have qualified for notices of special and emergency meetings.~~

(C) Article III. Officers and organizations.

- (1) Powers of the board. The board shall have the power, not inconsistent with law or these bylaws, to do all things necessary for the proper maintenance and successful and continuous operation of the university. No individual trustee, student trustee, or committee of the board shall have authority to commit or bind the board or the university to any policy, action, or agreement unless specifically authorized by action of the board.
- (2) Officers of the board. The officers of the board shall be the chairperson, the vice chairperson, and the secretary. The board may appoint such other officers or employees as the interests of the university require. Such officers and employees shall have such authorities, and shall perform such duties, as may be prescribed by the board.
- (3) Qualifications, election, and term of office. The chairperson and vice chairperson shall be trustees. The qualifications of all other officers shall be determined by the board. The officers of the board shall be annually elected by the trustees at the board's last regular meeting of the university's fiscal year. Newly elected officers shall take office immediately following adjournment of the meeting at which they are elected and shall hold their offices until their successors are elected.

- (4) Chairperson. The chairperson, when present, shall preside at all meetings of the board and perform generally all duties incident to the office of the chairperson and such other duties as may be assigned to the chairperson by the board. Unless contrary to board policy or these bylaws, the chairperson may assign any of the chairperson's duties to another trustee.
- (5) Vice chairperson. In the event of a temporary vacancy in the office of the chairperson or at the request of the chairperson, or in the event of temporary absence or disability of the chairperson, the vice chairperson shall perform all the duties of the chairperson and, while so acting, shall have all the power and authority of, and be subject to the restrictions upon, the chairperson.
- (6) Secretary. The secretary shall prepare and maintain, in the office of the president, minutes of all meetings and proceedings of the board in one or more books provided for that purpose. The secretary, or designee, shall give notice of all meetings of the board, when required by the provisions of Article II and the appropriate sections. The secretary, or designee, shall serve as the board's parliamentarian. At the last regular meeting of the university's fiscal year, the secretary shall submit a written report of board member attendance at board and committee meetings for the preceding year. The secretary shall perform such other duties as from time to time may be assigned to the secretary by the board or the chairperson.
- (7) Attorney general. The attorney general of the state of Ohio shall be the legal advisor to, and represent, the university and/or the board in all matters civil or criminal involving the university of the board.
 - (a) The general counsel of the university is a member of the Ohio attorney general's office and represents the board of trustees on behalf of the state of Ohio.
- (8) Removal of board officers. Any officer of the board may be removed as such officer at any time, either with or without cause, by resolution adopted by not less than six trustees at any regular meeting of the board. Any officer may be removed as such officer, either with or without cause, by resolution adopted by not less than

six trustees at any special meeting of the board, provided that such removal action was indicated on the notices of such special meeting.

- (9) Student trustees. Section 3356.01 of the Revised Code provides for appointments of two students to the board but provides that student trustees shall have no voting power on the board, that student trustees shall not be considered as members of the board in determination of a quorum, and that student trustees shall not be entitled to attend executive sessions of the board.
- (10) Permanent vacancies. In the event of a permanent vacancy in the office of the chairperson or vice chairperson, the remaining trustees may elect a successor to fill such permanent vacancy. What constitutes a “permanent vacancy” shall be determined by the board.

(11) Board orientation.

- (a) There shall be at least annually a board orientation developed specifically for onboarding new members of the board but will be open to all board members to attend.
- (b) The orientation shall include the chair, vice chair, secretary, and president and the executive officers of the university as well as any other individual invited to present at and/or attend the orientation.
- (c) The orientation should be constructed in such a fashion that new board members in particular can more easily and rapidly engage themselves fully in all matters before the board as specified in these bylaws and otherwise specified by law.
- (d) Orientation may be comprised of various types and levels of engagement and interactions that optimally served the purpose of the orientation session(s).

(12) Ethics training. The board, executive officers of the university and other invited members of the administration’s leadership will annually engage in ethics training.

(D) Article IV. Board committees.

- (1) Membership. All trustees and student trustees shall be voting members of all board standing committees, unless otherwise provided by these bylaws.
- (2) National/global trustees. In order to take advantage of the diverse talents, resources, and experiences of friends and alumni of the university who can contribute to the current and future success of the university, the position of national/global trustees has been established in accordance with the following guidelines:
 - (a) The board may nominate and appoint persons to the position of national/global trustee. National/global trustees shall be nominated and appointed by the board of trustees on the basis of one or more of the following criteria: success in chosen field or business; state or national prominence; ability to serve as an advocate for higher education; ability and willingness to offer advice to the board and university president and/or demonstrated support for Youngstown State University.
 - (b) There shall be no more than three persons serving in the position of national/global trustee at any one time. National/global trustees shall serve staggered terms such that no more than one such position expires in a calendar year.
 - (c) Each national/global trustee shall be appointed for a three year term and shall be eligible to serve a second consecutive three year term. A national/global trustee that has served two consecutive terms shall not be eligible for reappointment as a national/global trustee until not less than one year has passed since the conclusion of his or her term as a national/global trustee.
 - (d) National/global trustees shall have no voting privileges on the board, shall not be considered in determining whether a quorum is present and shall not be eligible to be an officer

of the board, but may otherwise participate in all activities of the board.

- (e) National/global trustees shall not be compensated for their service but shall be paid their reasonable and necessary expenses in the same manner that applies to trustees.
- (f) National/global trustees shall follow the Ohio ethics laws, including those set forth in Chapter 102 and sections 2921.42 and 2932.43 of the Revised Code, the board's bylaws and university policy.
- (g) National/global trustees shall be appointed by board action after nomination by the governance committee of the board in accordance with the process described for the nomination and election of board officers set forth in paragraph (D)(6)(h) of the bylaws.
- |
- (h) National/global trustees may be removed by a majority vote of the board.
- (i) A trustee may serve as a national/global trustee, but cannot be appointed to serve as a national/global trustee until at least one year after the board member's term as a trustee has ended.
- (j) An employee or former employee of the university may serve as a national/global trustee but cannot be appointed to serve as a national/global trustee until at least one year after that person's compensated service to the university has ended.
- (k) National/global trustees shall be entitled to legal defense and indemnification against claims and liabilities that might arise from the performance of their duties on behalf of the board to the fullest extent permitted by Ohio law. In addition, the national/global trustees will be considered a "volunteer" for purposes of coverage under the university's liability insurance.

- (3) Committee chairperson and vice chairperson. The chairperson shall appoint the chairperson and vice chairperson of each standing committee, and members of such committees that are not otherwise composed of all of the trustees or as otherwise set forth herein, subject to the approval of the board. Committee chairpersons and vice chairpersons shall be trustees. The chairperson will not be a chairperson or vice chairperson of a standing committee.
- (4) Quorum and conduct of committee meetings.
 - (a) Six members of a standing committee shall constitute a quorum, unless otherwise provided. A majority of the members of subcommittee of a standing committee shall constitute a quorum, unless otherwise provided. The act of a majority of the members present and voting at a meeting at which a quorum is present shall be the act of the committee or subcommittee. However, regardless of the existence of a quorum in number, at least one of the following four persons must be present at a committee or subcommittee meeting in order for the committee to conduct business: (a) the chairperson, (b) the vice chairperson, (c) the (sub)committee chairperson, or (d) the (sub)committee vice chairperson. A committee member may abstain from voting on a matter. A committee member that abstains from voting shall be counted in the determination of a quorum but shall not be counted as voting in favor or against the matter upon which the vote is taken. Committee members having a direct personal or pecuniary interest in a matter that is not common to other members of the board should declare that interest and refrain from discussing and voting on that matter.
 - (b) A majority of the members of a special or ad hoc committee, including any student trustees, shall constitute a quorum. The act of a majority of the members present and voting at a meeting at which a quorum is present shall be the act of the special or ad hoc committee.
 - (c) The board and university administration will mutually develop committee agendas, with the chairperson having authority to approve all final agendas.

- (5) Rules. Each committee may adopt rules for its own government governance not inconsistent with these bylaws or any rule adopted by the board.
- (6) Standing committees. The board's standing committees, and their respective duties and areas of responsibility, shall be as follows:
 - (a) Academic excellence and student affairs-success committee.
 - (i) To consider those matters that warrant board attention or require board action relating to:
 - (a) Academic policies which provide for and govern faculty teaching, research, and service;
 - (b) Establishment of new academic programs, changes in or deletions of existing academic programs, and the issuing of certificates or the granting of degrees;
 - (c) Policies which provide for and govern student recruitment, admission, financial aid, retention, and graduation, retention, persistence, progress, and graduation, including but not limited to, diversity issues, enrollment management, and general education requirements;
 - (d) Policies which provide for and govern student housing and student life; and
 - (e) Institutional mission, strategic and master plans, or relevant parts thereof, dealing with matters within the purview of the academic and student affairs committee; and

(f) Policies that provide for the acquisition, development, access, and use of electronic technology within the purview of the committee; and

- (ii) To assist the board in the exercise of its oversight responsibilities relating to those academic and administrative departments within the purview of the academic and student affairs committee.
- (iii) To exercise on behalf of the board ancillary jurisdiction as related to paragraph (D)(6)(a)(ii) of the bylaws, or as assigned by the board or its executive committee.
- (iv) Provided that he or she is a member of the university faculty, the chair of the YSU academic senate shall be a nonvoting member of the academic and student affairs committee. In the event that the chair of the YSU academic senate is not a member of the university's faculty, then the faculty member holding the highest highest-ranking position within the YSU academic senate leadership shall hold this position. This position shall not count toward the determination of a quorum of the committee.

(b) Institutional engagement committee.

- (i) To consider those matters that warrant board attention or require board action relating to:

(a) Policies that provide for and govern student recruitment, financial aid, orientation, and enrollment including but not limited to, integrated marketing, yield, scholarship optimization, and career.

(a)(b) Policies that provide for and govern the external relationships established by or

required of the University, excluding matters assigned to other of the board's standing committees;

- | ***(b)(c)*** Policies that provide for and govern university fundraising, including but not limited to, institutional advancement through the YSU foundation, the YSU research foundation, the annual fund, capital campaigns, special projects and solicitations;
- | ***(e)(d)*** The Youngstown state university development agreement between the university and the YSU foundation.
- | ***(d)(e)*** Policies that provide for and govern continuing university relations with its graduates, including but not limited to, alumni associational activity;
- | ***(e)(f)*** Policies that provide for and govern university operations directed toward effective communications, public relations, marketing, and the enhancement of community goodwill;
- | ***(f)(g)*** Policies that provide for and govern university public service in, and partnerships with, the larger community, or segments thereof, including but not limited to, those relationships which are contractual; policies which provide for and govern University intergovernmental relationships, including but not limited to, those with the city of Youngstown, Mahoning county, as well as with agencies and departments of state and federal governments; ~~and~~

(g)(h) Institutional mission, strategic and master plans, or relevant parts thereof, dealing with matters within the purview of the institutional engagement committee.

(i) Policies that provide for the acquisition, development, access, and use of electronic technology within the purview of the committee.

(ii) The individual identified in paragraph (D)(6)(a)(iv) of the bylaws, for the academic excellence and student success committee, will serve a similar role on this committee.

(iii) To assist the board in the exercise of its oversight responsibilities relating to those administrative departments and functions within the purview of the institutional engagement committee.

(iii)(iv) To exercise on behalf of the board ancillary jurisdiction as related to paragraph (D)(6)(b)(ii) of the bylaws, or as assigned by the board or its executive committee.

(c) Finance and facilities committee.

(i) To consider those matters that warrant board attention or require board action relating to:

(a) Financial and budgetary policies, including but not limited to, the annual operating budget, and the capital improvement budget;

(b) Policies governing investments and debt instruments issued by the university.

(c) The financial and budgetary impact of major agreements, contracts, programs, plans or

initiatives to be recommended to the board by any standing, ad hoc, or special committee, including but not limited to, recommendations regarding university personnel, insurance, and donations;

- (d) The acquisition of real property by purchase, gift, or otherwise; the disposition of real property; the acquisition or disposition of significant property broadly classified as technology;
- (e) Major projects, including but not limited to, the construction, demolition, or remodeling of facilities, and, as appropriate, the selection of architects and engineers; and
- (f) Institutional mission, strategic and master plans, or relevant parts thereof, dealing with matters within the purview of the finance and facilities committee.

(g) Policies as related to the health of the campus community particularly related to current or emerging health crises; and

(h) Policies that provide for the acquisition, development, access, and use of electronic technology within the purview of the committee.

- (ii) To assist the board in the exercise of its oversight responsibilities relating to those administrative departments and functions within the purview of the finance and facilities committee, including but not limited to, the conduct, and scrutiny of the auditor's work product, of the annual audit, as well as any special audits, undertaken by (i) the university's internal auditor, (ii) external auditors, and (iii) state auditor. Auditor's work product includes findings,

management letters, and all other relevant documentation.

- (iii) To exercise on behalf of the board ancillary jurisdiction as related to paragraph (D)(6)(c)(ii) of the bylaws, or as assigned by the board or its executive committee.
- (iv) The finance and facilities committee will include the following two permanent subcommittees:
 - (a) Audit subcommittee.
 - (i) The audit subcommittee, chaired by the chairperson of the finance and facilities committee, will be composed of the chairperson and four additional trustees (~~one of whom shall be a student trustee~~) who will be appointed annually by the chairperson of the board. ~~No subcommittee member so appointed may concurrently serve on the investment subcommittee.~~ As appropriate, when receiving and considering certain audit reports, the president may be excused from the subcommittee proceedings.
 - (ii) The audit subcommittee will meet at least once annually and perform those duties as assigned by the finance and facilities committee relative to paragraph (D)(6)(c)(ii) of the bylaws. The subcommittee will report its findings and recommendations to the finance and facilities committee.

(d) (b) Investment subcommittee committee.

(i) (ii) To consider those matters that warrant board attention or require board action relating to:

(a) Section 3345.05 of the Revised Code, to exercise the authority and responsibility provided by law including but not limited to:

(i) The investment subcommittee, chaired by the vice chairperson of the finance and facilities committee, will be composed of the chairperson and four additional trustees (one of whom shall be a student trustee) who will be appointed annually by the chairperson of the board. No subcommittee member so appointed may concurrently serve on the audit subcommittee. Policies governing investments issued by the university;

(ii) The investment subcommittee will meet at least once quarterly and perform those duties assigned under applicable state law, and by the finance and facilities committee relative to paragraph (D)(6)(e)(i)(c) of the bylaws. The subcommittee will report its findings and recommendations to the finance and facilities committee and to the board. Custody and investment of any funds which are now under or may in the future come under control of the board of trustees.

(e) Intercollegiate athletics committee.

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- (i) To consider those matters that warrant board attention or require board action relating to:
 - (a) Policies that provide for and govern the university's participation in intercollegiate athletics;
 - (b) personnel matters; however, approval of personnel actions will occur in the University Affairs Committee;
 - (c) policies that provide for the effectiveness of the NCAA compliance program;
 - (c) policies that provide for the effectiveness of ensuring and promoting the academic, health, and social welfare of student-athletes;
 - (e) policies that assure the effectiveness of implementing the Committee's endorsed budget;
 - (f) academic performance and progress of student-athletes annually;
 - (g) governance policies related to intercollegiate athletics;
 - (h) the president's proposed approach to the selection of and term of service of the NCAA faculty representative(s);
 - (i) comparison of benchmarks that have been mutually agreed upon by the president and the director of intercollegiate athletics and endorsed by the committee;

(j) the faculty NCAA athletics representative(s) in serving as a liaison between the academic enterprise and the intercollegiate athletics department, and receives the yearly update provided to the academic senate.

(iv) The faculty representative(s), as specified in rules 3356-6-02 and 3356-6-03 of the Administrative Code (university policies 3356-6-02 and 3356-6-03), shall be a nonvoting member(s) of the committee. This (These) position(s) shall not count toward the determination of a quorum of the committee.

(d)(f) University affairs committee.

- (i) To consider those matters that warrant board attention or require board action relating to:
 - (a) Policies that provide for and govern the internal administrative operations of the university, excluding matters assigned to other of the board's standing committees;
 - (b) Policies that provide for and govern university employment where collective bargaining agreements apply, including but not limited to, oversight of the collective bargaining process and labor negotiations with unions representing university employees;
 - (c) Policies that provide for and govern university employment exempt from collective bargaining agreements, including but not limited to, oversight of contractual arrangements with exempt personnel;

(d) Policies that provide for equal opportunity standards and govern equal opportunity practices in university employment and operations, including but not limited to, implementation of affirmative action initiatives;

(e) Policies that provide for and govern the university's participation in intercollegiate athletics, including but not limited to, issues of compliance, diversity and gender equity;

(f) Policies that provide for the acquisition, development, access, and use of electronic technology; and

(g) Institutional mission, strategic and master plans, or relevant parts thereof, dealing with matters within the purview of the university affairs committee.

(ii) To assist the board in the exercise of its oversight responsibilities relating to those administrative departments within the purview of the university affairs committee.

(iii) To exercise on behalf of the board ancillary jurisdiction as related to paragraph (D)(6)(d)(ii) of the bylaws, or as assigned by the board or its executive committee.

(e) Executive committee.

(i) The membership of the executive committee shall consist of the chairperson (presiding), the vice chairperson, and the chairpersons of the academic excellence and student affairs success committee, the institutional engagement committee, the finance and facilities committee, the intercollegiate athletics

| committee and the university affairs committee. The executive committee will consider those matters that warrant board attention or require board action relating to:

- (a) Matters relevant to the employment, assessment and compensation of the president, with recommendation to the board, as appropriate, for its attention or action; for purposes of this consideration, the president may be excused from the committee's proceedings; and
- (b) Matters relative to the employment, assessment and compensation of the secretary, if determined by the board to be necessary, with recommendation to the board, as appropriate, for its attention or action; for purposes of this consideration, the secretary may be excused from the committee's proceedings; and
- (c) Any institutional mission statement, strategic or master plans, with recommendation to the Board, as appropriate, for its attention or action;
- (d) Matters not within the assigned purview of any board standing, ad hoc, or special committee; the executive committee will report on such matters, as appropriate, to the board for its attention or action;
- (e) Special assignments of particular matters, not clearly within the purview of any board committee, to one of the board's standing, ad hoc, or special committees; the designated committee will be instructed to report either to the executive committee or to the board;

- (f) Resolution of jurisdictional ambiguities between or among the board's standing, ad hoc, or special committees; and
- (g) Other matters as appropriate to an executive committee, or as assigned by the board.

| **(f)(h)** Governance committee.

- (i) The governance committee shall be chaired by the chairperson, except as otherwise provided herein, and will meet on an as-needed basis to:
 - (a) Consider proposed changes in the bylaws of the board, with recommendation to the board, as appropriate, for its attention or action;
 - (b) Consider proposed changes in board and committee procedures, in full or in part, not stipulated in the bylaws, including but not limited to, scheduling, administrative staff participation or assistance, etc., with recommendation to the board, as appropriate, for its attention or action;
 - (c) Develop and schedule board retreats advances, workshops, seminars, orientation programs, and other special events, with recommendation to the board, as appropriate, for its attention or action;
 - (d) Provide for periodic board self-evaluation and assessment;
 - (e) Elect officers annually through a nomination process Recommend to the board nominees for its annual election of officers; such

~~nominations to be presented to the board~~ at its ~~regularly scheduled quarterly meeting~~ ~~preceding its~~ last regularly scheduled quarterly meeting of the university's fiscal year, ~~at which time said election shall take place~~. When the governance committee is engaged in the making of nominations, it will at the request of the chair of the committee to avoid a conflict of interest in the process, shall be chaired by the trustee whose term is expiring and is therefore not eligible to serve as an officer. When the governance committee is engaged in the making of nominations, the president of the university may shall be excused from the committee's proceedings; and

- (f) The chair will ~~A~~nnually survey the trustees, prior to nomination of officers, regarding their interest, willingness and qualifications to serve as board officers or in other leadership roles in the forthcoming term, the results of which will be presented to the next elected chair of the board. The chairperson shall conduct the survey and submit a report to the trustee designated as committee chair for the purpose of nomination of board officers. That trustee shall also be responsible for the development of a nomination process.
- (g) Consider other matters as appropriate to a governance committee, or as assigned by the executive committee or the board.

(7) Ad hoc committees. The chairperson may appoint from time to time such ad hoc committees as may be required for the proper and continuous operation of the university; however, an ad hoc committee shall not be appointed to consider matters which lie entirely within the purview of a standing committee. The

chairperson shall determine the membership of the ad hoc committee and when the work of the ad hoc committee is completed.

(E) Article V. Administration of the university.

- (1) President of the university, faculty, and staff. The board shall employ the president of the university; and shall employ, fix the compensation of, and remove employees as may be necessary. The board shall do all things necessary for the proper maintenance and successful continuous operation of the university and may act under such policies and bylaws as it may approve.
- (2) Other personnel. The employment, classification, wage scales, and dismissal of all personnel, not otherwise under contract to the board of trustees, shall follow the policies established by the board and the laws of the state of Ohio.
- (3) Reports to the board.
 - (a) Budget. At a meeting of the finance and facilities committee prior to the board's last regular meeting of the university's fiscal year, the president shall present to the board the draft budget for the ensuing fiscal year. The budget shall be presented in a form showing estimated income and the allocations for the university's major areas of expenditure in accordance with general account classifications of the state of Ohio and shall be accompanied by a review describing the major changes.

As may be necessary, the budget may be revised from time to time by the board. After approval by the board, the budget shall govern financial transactions. The president shall establish procedures for the expenditure of all budgeted funds in accordance with the policies of the board. In administering the budget, the president may make or authorize transfers or adjustments in individual budget accounts or in local unrestricted accounts provided that no such action shall increase the total of budgeted expenditures. Whenever income fails to meet budgeted income, the president shall present to the board for its

review and approval a plan to address any anticipated shortfalls. The status of the budget shall be reported to the board at each of its regularly scheduled meetings.

- (b) Revisions of fees and other charges. From time to time, but no less than annually, the president shall recommend to the board for its approval a continuation or revision of the instructional fees, tuition, general fees, and other uniform charges.
- (c) Service charges. The president may fix and announce other fees, fines, and rental or service charges. No such other fees or charges shall be imposed until authorized by the president.
- (d) Purchase of insurance.
 - (i) The president shall cause to have prepared and submitted to the board, at or before its first regular meeting after January first of each year, a report that tabulates all insurance policies in force, including coverage, current premiums and premiums paid during the previous two years, and agents servicing these policies. This report shall include, but is not limited to: general, fire, liability, bonds, property, automobile, comprehensive, officers and directors' liability, medical and hospitalization contracts, or any other policy for the protection of Youngstown state university's personnel and property.
 - (ii) All insurance shall be purchased through the president or his or her designee.
- (e) Inventory of real property. At the close of each fiscal year, the president shall cause to be prepared and submitted to the board, at or before its first regular meeting after September first of each year, an inventory of all real property managed, owned, leased, rented, or under option to the university. This report shall include acreage held, an estimate of land and building values, a general statement on

the condition of the physical plant, and such other details as may be directed by the board or the president.

- (f) Obligation of the university. At the close of each fiscal year the president shall cause to be prepared and submitted to the board a report describing the obligations of the university, financial and otherwise, the terms and conditions of repayment or satisfaction of such obligations and any security given by the university toward such obligations.
- (g) Annual financial report. At the end of each fiscal year, the president shall cause to be prepared and submitted to the board, at its first regular meeting after the audit of the university has been released by the auditor of state, a comprehensive financial report. The report should summarize all financial transactions, note changes in fund balances, and tabulate expenditures in accordance with generally accepted accounting principles for state agencies.
- (h) Youngstown state university development service agreement. At the end of each fiscal year the president shall cause to be prepared and submitted to the board a report pertaining to the university's development functions. Said report shall include detailed information regarding the university's relationship with the YSU foundation and activities performed by the Youngstown state university development service agreement entered into between the university and the YSU foundation.

(4) Purchasing practice. All purchases by the university shall be made in accordance with the policies of the board and the laws of the state of Ohio.

(F) Article VI. University organizations.

(1) Auxiliary agencies.

(a) As recommended by the president and approved by the board, certain university operations, whose income includes

substantial amounts of other than imposed fees or appropriated revenue, shall be designated as auxiliary services. For budgeting purposes, an auxiliary service is a fiscal entity. The president shall cause to be prepared and submitted to the finance and facilities committee, at or before its first meeting after September first of each year, an annual report including an itemization of income and expenditures and a résumé of the operation for the year.

- (b) Except for those auxiliary activity accounts otherwise restricted, there may be a transfer of balances among them or to other university purposes as directed by the president with the approval of the finance and facilities committee.
- (c) The rental policies of the university as approved by the board also apply to all auxiliary activity facilities.

(G) Article VII. Instruction and degrees.

(1) Degrees and certificates.

- (a) Degrees, titles, and certificates shall be awarded by the board upon recommendation of the university faculty and transmitted to the board by the president. All diplomas issued to those receiving degrees and titles from the university shall be signed by the chairperson, the president, and the secretary. Facsimile signatures may be used and the president.
- (b) Honorary degrees. The board may from time to time adopt policies pertaining to commencement speakers and the conferral of honorary degrees will consider the conferral of honorary degrees given the recommendations to the provost by the academic senate as stipulated in its charter and the provost to the president as recommended to the board.
- (c) Commencement speakers. The board will consider the selection of a commencement speaker given the recommendations to the provost by the academic senate as stipulated in its charter and the provost to the president as recommended to the board.

(H) Article VIII. Miscellaneous.

- (1) Appearances before governmental offices. Subject to specific control by the board, the preparation and presentation of requests for appropriations from the state of Ohio, and all appearances, communications, and representations made on behalf of the university with all federal, state, and local government offices, boards, and agencies, shall be under the direction of the president. Unauthorized appearances, communications, and representations before federal, state, and local government offices, boards, and agencies are hereby prohibited.
- (2) Use of university facilities. The use of university facilities shall be governed by such rules and regulations as may be promulgated by the president.

(3) Protocol for requests to address the board and/or its committees.

- (a) Any and all persons desiring to address the board shall submit in writing a request for permission to address the board. Such request shall be submitted not less than three weeks prior to the meeting of the board at which the party requests to be heard.
- (b) All such requests shall be submitted to the board chairperson through the secretary to the board of trustees, by submission either directly to the secretary or through the office of the president of the university.
- (c) All such requests shall state the subject of the matter to be addressed to board, the identity or identities of the person(s) who will speak to the subject matter before the board, the relationship(s) of such person(s) to the university and the matter being brought to the attention of the board, the postal and electronic mail addresses and daytime telephone number of the person(s) requesting permission to address the board.
- (d) As the standing committees of the board are composed of all of the board's trustees, the board chairperson may in his

or her discretion, refer any request to address the board to such committee of the board as the chairperson deems appropriate.

- (e) Any presentation to the board or a committee thereof contemplated under this procedure shall not be longer than five minutes in total length. The board chairperson and/or the chair of the board committee before which such presentation is to be delivered may at any time, in his or her discretion, increase or decrease the number of persons addressing the board or committee, and/or lengthen, shorten, or cancel the time permitted for any address or presentation.
- (f) The format and substance of any address or presentation to the board or its committees shall at all times remain within the bounds of relevance, civility, and decorum as shall be determined in the sole discretion of the chairperson of the body before which the matter is addressed or presented. The chairperson of that body shall at all times possess the authority to lengthen, short, or cancel, without notice or action of the body, the time allotted to any address or presentation.
- (g) No request to address the board or any of its committees shall knowingly be permitted or permitted to proceed if the substance or purpose of such address is or may be a subject of litigation, collective bargaining, employment relations involving the university, its employees, and/or students, or any other matter which is not properly within the public interest or the interest of the university.

(4) Protocol for handling letters, petitions, or other such forms of communication submitted to the board.

- (a) Any such communication of a personnel nature will be considered by the appropriate committee of the board at the next regularly scheduled meeting.
- (b) Communications other than personnel matters will be considered for appropriate disposition at the next agenda

setting meeting for the upcoming regular meeting of the board.

(i) If considered to be an urgent matter by the president, the board chair will be consulted to determine the appropriate next steps regarding the matter.

(I) Article IX. Bylaws, rules, and policies (promulgation, amendment, and repeal).

(1) Statement of purpose. These bylaws, including additions or amendments, outline the major administrative and governing functions of the board. Detailed rules, policies, and ordinances for the operation of the university may be enacted or amended by action of the board or may be promulgated by the president, provided such shall not conflict with policies or bylaws of the board.

(2) Rules and policies: promulgation, amendment, and repeal. Detailed rules and policies for the organization, administration, and operation of the university may be promulgated, amended, and repealed by the board, in consideration of recommendations of the president.

(3) Amendments to bylaws.

(a) These bylaws may be altered, amended, or repealed, and new bylaws may be adopted, by affirmative vote of not less than six trustees at any regular meeting or special meeting of the board. Any proposed alteration, amendment, repeal, or adoption of all or any part of the bylaws shall first be announced at a meeting of the board (regular or special). Action on the proposal may not be taken until the next meeting of the board (regular or special).

(b) These amendments to the bylaws shall be effective upon adoption by an affirmative vote of not less than six members of the board.

| (J) Notes to bylaws.

(1) The responsibility and authority of the board committees existing prior to the adoption of the new bylaws on June 15, 2001, as referenced in the university guidebook or other university documentation, are transferred to the board committees existing after such adoption as follows: academic affairs and student affairs committees transferred to the academic and student affairs committee; development committee transferred to the external relations committee; budget and finance committee and building and property committee transferred to the finance and facilities committee; equal opportunity, intercollegiate athletics, and personnel relations committees transferred to the internal affairs committee; executive committee transferred to the executive committee; and nominating committee transferred to the trusteeship committee.

— The responsibility and authority of the board committees existing prior to the adoption of revisions to the bylaws on June 17, 2011, as referenced in the university guidebook or other university documentation, are transferred to the board committees existing after such adoption as follows: academic and student affairs committee transferred to the academic quality and student success committee; external relations committee transferred to the institutional engagement committee; and internal affairs committee transferred to the university affairs committee.

— The responsibility and authority of the board committees and subcommittees existing prior to the adoption of revisions to the bylaws on December 16, 2015, as referenced in the university guidebook or other university documentation, are transferred to the board committees existing after such adoption as follows: academic quality and student success committee transferred to the academic and student affairs committee; collective bargaining and negotiations subcommittee to the university affairs committee; intercollegiate athletics subcommittee to the university affairs committee; and trusteeship committee to the governance committee.

(2) The former ad hoc committee on trusteeship recommended guidelines for the appointment of standing committee chairpersons and vice chairpersons. The guidelines recommended are that the

four most senior trustees serve as committee chairpersons and that the remaining trustees serve as committee vice chairpersons.

(3) Protocol for requests to address the board and/or its committees.

- (a) Any and all persons desiring to address the board shall submit in writing a request for permission to address the board. Such request shall be submitted not less than three weeks prior to the meeting of the board at which the party requests to be heard.
- (b) All such requests shall be submitted to the board chairperson through the secretary to the board of trustees, by submission either directly to the secretary or through the office of the president of the university.
- (c) All such requests shall state the subject of the matter to be addressed to the board, the identity or identities of the person(s) who will speak to the subject matter before the board, the relationship(s) of such person(s) to the university and the matter being brought to the attention of the board, the postal and electronic mail addresses and daytime telephone number of the person(s) requesting permission to address the board.
- (d) As the standing committees of the board are composed of all of the board's trustees, the board chairperson may, in his or her discretion, refer any request to address the board to such committee of the board as the chairperson deems appropriate.
- (e) Any presentation to the board or a committee thereof contemplated under this procedure shall not be longer than five minutes in total length. The board chairperson and/or the chair of the board committee before which such presentation is to be delivered may at any time, in his or her discretion, increase or decrease the number of persons addressing the board or committee, and/or lengthen, shorten, or cancel the time permitted for any address or presentation.

- (f) The format and substance of any address or presentation to the board or its committees shall at all times remain within the bounds of relevance, civility and decorum as shall be determined in the sole discretion of the chairperson of the body before which the matter is addressed or presented. The chairperson of that body shall at all times possess the authority to lengthen, shorten, or cancel, without notice or action of the body, the time allotted to any address or presentation.
- (g) No request to address the board or any of its committees shall knowingly be permitted or permitted to proceed if the substance or purpose of such address is or may be a subject of litigation, collective bargaining, employment relations involving the university, its employees, and/or students; or any other matter which is not properly within the public interest or the interest of the university.



RESOLUTION OF APPRECIATION

WHEREAS, James “Ted” Roberts, senior counsel of the Youngstown law firm of Roth, Blair, Roberts, Strasfeld & Lodge, earned a bachelor’s degree from YSU in 1970, a law degree from the University of Akron in 1974, and recently celebrated his 50th wedding anniversary with his wife, Cynthia, also a YSU graduate; and

WHEREAS, in June 2013, Ohio Gov. John R. Kasich Jr. appointed Atty. Roberts to a nine-year term as a Trustee of Youngstown State University; and

WHEREAS, during his tenure on the Board, Atty. Roberts served with distinction as a member of the Academic Excellence and Student Success Committee, Executive Committee, Finance and Facilities Committee, Institutional Engagement Committee, University Affairs Committee and Governance Committee and subcommittees of the Board; as well as a member of the Strategic Planning Organization Team, in which he helped lead the initial drafting of the Strategic Actions to Take Charge of Our Future; and

WHEREAS, Atty. Roberts’ commitment to the University is clearly evidenced by his attendance at hundreds of meetings of the Board and its committees and his unfailing presence and participation at meetings and gatherings of the greater University and Youngstown communities; and

WHEREAS, during his term as a trustee, Atty. Roberts stood as an example of wisdom, dignity and restraint when the University faced times of challenge, and of grace and good humor during times of celebration; and

WHEREAS, Atty. Roberts has also served as a limited service instructor at YSU, in several leadership positions with the Ohio State Bar Association, as trustee and former president of the Mahoning County Bar Association, and as chair of the Ohio Council of School Board Attorneys; and

WHEREAS, Atty. Roberts was also recently appointed to the Association of Governing Boards of Universities and Colleges Council for Student Success, which focuses on developing strategic priorities across higher education and the obstacles and macro-level trends that university governing boards face;

NOW, THEREFORE, BE IT RESOLVED, that the members of the Board of Trustees express their appreciation to James “Ted” Roberts for his devotion, dedication and efforts to promote the welfare and best interests of the students, faculty and staff of Youngstown State University and the community which it serves; and

BE IT FURTHER RESOLVED that a copy of this Resolution be furnished to Atty. Roberts.

Board of Trustees Meeting

March 3, 2022

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RESOLUTION OF APPRECIATION
Galatiani G. Lopuchovsky

WHEREAS, Galatiani G. Lopuchovsky is the daughter of YSU alumni, a 2019 graduate of Poland Seminary High School and is now an Industrial and Systems Engineering major at YSU; and,

WHEREAS, Ms. Lopuchovsky was appointed a Student Trustee of Youngstown State University in June 2020 by Gov. Mike DeWine; and

WHEREAS, during her term as Student Trustee, Ms. Lopuchovsky served on the Academic Excellence and Student Success, Institutional Engagement, Finance and Facilities, Governance and University Affairs committees, as well as the Audit and Investment subcommittees of the Board; and

WHEREAS, Ms. Lopuchovsky served as Student Trustee while at the same time maintaining a rigorous academic and work regimen and campus leadership positions, including her work as a student office assistant in the Office of the President as well as Student Government Association, Panhellenic Council, Zeta Tau Alpha Sorority, Order of Omega Greek Honor Society and the Institute of Industrial and Systems Engineers; and

WHEREAS, Ms. Lopuchovsky also volunteers for the Ohio North Hugh O'Brian Youth Leadership Seminar, received the 2021 Sorority Woman of the Year Award and was a Hirsch-Satrum Leadership Scholarship Award winner for her campus involvement; and

WHEREAS, as a Student Trustee, Ms. Lopuchovsky served YSU, its faculty, staff and especially its students with distinction, bringing to the Board a thoughtful, articulate and respected perspective on student issues and concerns; and

WHEREAS, trustees thank Ms. Lopuchovsky for the leadership and perspective that she brought to the Board;

NOW, THEREFORE, BE IT RESOLVED, that the members of the Board of Trustees express their appreciation to Galatiani G. Lopuchovsky for her dedication and efforts to promote the welfare and best interests of the students, faculty and staff of Youngstown State University and the community which it serves; and

BE IT FURTHER RESOLVED that a copy of this Resolution be furnished to Ms. Lopuchovsky.

Board of Trustees Meeting
March 3, 2022
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