Agreement
between

YOUNGSTOWN STATE UNIVERSITY

&

ACE
Association *of* Classified Employees

2023 - 2026

Ratified September 20, 2023

YOUNGSTOWN
STATE
UNIVERSITY

AGREEMENT

between
YOUNGSTOWN STATE UNIVERSITY

and

YOUNGSTOWN STATE UNIVERSITY
ASSOCIATION OF CLASSIFIED EMPLOYEES

Expires August 15, 2026

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ARTICLE 1 AGREEMENT AND RECOGNITION

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

1.2 The University recognizes the Union as the exclusive representative of the bargaining unit defined in Article 2.

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

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

ARTICLE 2 SCOPE OF UNIT

2.1 The bargaining unit shall include all regular full-time, permanent part-time and intermittent classified civil service employees of the University certified by the Ohio State Employment Relations Board (hereinafter, SERB) on April 10, 1985, in Case Number 84-RC-09-2011; on October 8, 1987, in Case Number 87-REP-7-0030; on September 4, 1992, in Case Number 92-REP-04-0078; on December 15, 1995, in Case Number 95-REP-03-0060; on March 19, 1997, in Case Number 97-REP-02-0026; on April 24, 2004, in Case Number 04-REP-03-0059; on January 13, 2005, in Case Number 04-REP-11-0215; on June 21, 2007, in Case Number 07-REP-05-0080; and on March 14, 2019, in Case Number 2019-REP-01-0006. Appendix A to this Agreement specifies by position classification the full-service and permanent part-time service positions included in the bargaining unit; Appendix B to this Agreement specifies by position classification and department the classified positions which are currently excluded from the bargaining unit. Section 28.2 ("Intermittent Employees") specifies the method by which intermittent employees will be included in the bargaining unit. Any new classification(s) added to the bargaining unit, either by mutual agreement or SERB determination, shall be added to Appendix A as though originally included in the bargaining unit.

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

2.3 Exclusions from the Bargaining Unit: The parties agree that the positions identified as excluded shall be excluded positions for the life of this agreement. Decisions related to additional excluded positions shall be by mutual agreement or shall be resolved by SERB.

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

the bargaining unit.

In that regard, unless indicated otherwise in this agreement, it is the intent of the parties that non-bargaining unit employees be limited to performing work specifically and/or exclusively performed by bargaining unit employees under the following circumstances: 1) in cases of emergency; 2) to provide coverage for unplanned absences when a qualified bargaining unit member is not available; 3) when necessary to provide break and/or lunch relief; 4) to instruct or train employees; 5) to demonstrate the proper method of accomplishing the tasks assigned; 6) to assess work practices; 7) to allow the release of employees for union activities; or 8) for any other reason mutually agreed upon by the parties. Non-bargaining unit employees may be permitted to assist bargaining unit employees with performing work specifically and exclusively performed by bargaining unit employees.

ARTICLE 3 WAGES

3.1 All Bargaining Unit Members:

Year One:

A) Exhibit 1 sets forth the starting rates for all positions in the bargaining unit.

1) As a result of the starting rates in Exhibit 1, hourly rates of certain bargaining unit members may be adjusted.

2) For the first year of the bargaining agreement, the wages of all bargaining unit members shall be increased by 2%, with the exception of those bargaining unit members whose Exhibit 1 adjustments result in an increase greater than 2%.

3) Bargaining unit members identified by the parties during negotiations whose Exhibit 1 adjustments resulted in less than a 2% increase will receive the 2% increase (inclusive of the adjustment).

B) Year one adjustments and increases shall be effective at the beginning of the first full pay period following ratification by the Board of Trustees. There shall be no retroactive pay.

C) Additionally, for the first year of the bargaining agreement, all full-time and part-time bargaining unit members at the time of the payout shall receive a $1,000 lump sum (or prorated full-time equivalent) payment to be provided by December 31, 2023.

Year Two:

A) Effective with the pay period that includes August 16, 2024, the wages of all bargaining unit members shall be increased by 2%.

B) Additionally, for the second year of the bargaining agreement, all full-time and part-time bargaining unit members at the time of payout shall receive a $500 lump sum (or prorated full-time equivalent) payment to be provided by December 31, 2024.

Year Three:

A) Effective with the pay period that includes August 16, 2025, the wages of all bargaining unit members shall be increased by 2%.

B) Additionally, for the third year of the bargaining agreement, all full-time and part-time bargaining unit members at the time of payout shall receive a $500 lump sum (or prorated full-time equivalent) payment to be provided by December 31, 2025.

3.2 Bargaining unit members hired after ratification of this Agreement will be paid at the starting rates identified in Exhibit 1.

3.3

A) Each member of the bargaining unit who is promoted, or reclassified, to a higher classification within the bargaining unit shall be paid at the starting rate identified for the position in Exhibit 1, or the employee will receive a five percent (5%) increase to their hourly rate of pay, whichever is greater.

B) Each member of the bargaining unit who is demoted (voluntarily or involuntarily), who successfully bids on a position in a lower classification, or who displaces into a lower classification as a result of layoff and/or bumping shall be placed at the starting rate for the position in Exhibit 1.

C) A current non-bargaining unit University employee who, due to reclassification, becomes a bargaining unit member, shall be placed in the appropriate rate for their classification (see Exhibit 1).

D) There will be no step movement for bargaining unit members after the ratification date of this Agreement. If a bargaining unit member who is currently stepping has an anniversary date between August 16, 2023, and the date of ratification, that bargaining unit member will receive the step increase provided for in Exhibit 1 of the 2020-23 Agreement.

E) Bargaining unit members identified through classification review (Article 20) that meet criteria established under the Fair Labor Standards Act to be exempt from overtime shall be notified at least one pay period in advance of such overtime exempt designation.

F) Unless otherwise stated above, all pay adjustments shall take place at the beginning of the pay period within which the qualifying event occurs.

3.4 Educational Increment: Those bargaining unit members who received an educational increment during the 2008-11 and/or 2011-14 agreements will continue to receive such increment.

3.5 Shift Differential: Each member of the bargaining unit who is regularly scheduled to begin a workday from 3:00 p.m. until 10:59 p.m. will be paid a night shift differential of twenty-five (25) cents per hour for all hours worked. Each member of the bargaining unit who is regularly scheduled to begin a workday from 11:00 p.m. until 6:59 a.m. will be paid a shift differential of thirty-five (35) cents per hour for all hours worked. If the University modifies such shifts due to operational needs the differential pay will apply to the new schedule only if the new schedule falls within the hours of 3:00 p.m. and 10:59 p.m. or from 11:00 p.m. until 6:59 a.m.

3.6 Distinguished Classified Civil Service Awards: Each year, up to eighteen (18) bargaining unit members will be granted a Distinguished Classified Civil Service Award in recognition of outstanding performance of their duties and/or public/community service. The recipients will be selected by a three (3) member Distinguished Service Committee, which will be chaired by the Chief Human Resources Officer of the University or their designee, with one (1) member designated by the President of YSU-ACE or their designee, and the third member designated by the first two (2) members.

Full-time Bargaining Unit Member Eligibility: Bargaining unit members must have at least three (3) complete years of University service.

Part-time Bargaining Unit Member Eligibility: Bargaining unit members must have at least three (3) complete years of University service Inclusions: All permanent part-time and intermittent bargaining unit members.

Candidates for the Distinguished Classified Civil Service Award may be nominated by a YSU student, a fellow YSU employee, YSU alumni or by an individual of the community. Such nominations will be made on a form available on the Office of Human Resources website. Written justification for the nomination must be attached to the form, as specified in Appendix E. YSU employees may not nominate themselves or members of their immediate family (as defined in Article 15.1).

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

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

The University will make a public announcement of the awards each year. There will be no restriction on the number of times an individual may receive the award, except as specified in Appendix E. The cash award will be in a separate check or direct deposit separated from all other pay.

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

D) Bargaining unit members whose work is interrupted by an emergency closing, and who are released from duties for the remainder of their shift, shall receive straight pay as though they had completed their scheduled hours.

E) Bargaining unit members who are scheduled to work, but who are directed by the University not to report to work due to an emergency closing, shall receive straight pay as though they had completed their scheduled hours. In order to be paid for an emergency closing, employees must work their last scheduled workday before and after the closure.

F) Bargaining unit members who are working when an emergency closing occurs, and who are directed by the University to continue to work, shall receive straight pay for hours before the effective time of the closing and 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.

G) Bargaining unit members who are scheduled to work after an emergency closing occurs, and who are directed by the University to report to work,

will receive pay at one and one-half (1.5) times their normal rate for all hours worked during the closing.

H) Bargaining unit members who are not scheduled to work during a period of emergency, but who are directed by the University to report to work, will receive pay at two and one-half (2.5) times their normal rate for all hours worked.

I) During the period of an emergency closing, the University will not require any bargaining unit member to work who is on vacation or sick leave.

J) If a bargaining unit member is scheduled to work during an emergency closing, but is unable to reach the campus due to conditions which prompted the closing, then the bargaining unit member will be charged (at the bargaining unit member's discretion) vacation leave, compensatory time, or leave without pay for the period of their scheduled shift prior to the official closing.

3.8 OPERS Salary Reduction Pick-Up: The University will continue the "Salary Reduction Pick-Up" in accordance with applicable rulings of the Internal Revenue Service and the Ohio Attorney General. This means the University will reduce the bargaining unit member's salary by the amount of the bargaining unit member's contribution to OPERS and will then contribute that amount to OPERS as an "employer contribution" in lieu of the "employee contribution." In the event the "Salary Reduction Pick-Up" is subsequently found to be contrary to law or applicable regulations, the University will cease the "Salary Reduction Pick-Up," will cease the reduction of salary, and will have no residual obligation to members of the bargaining unit concerning the impact of the cessation of the "Pick-Up" upon any bargaining unit member's income tax liabilities at the state or federal level. The "Salary Reduction Pick-Up" shall be a condition of employment for all members of the bargaining unit, and shall be applied to any payments made to bargaining unit members by the University during the term of this Agreement and determined by OPERS to be compensation for retirement purposes.

3.9 Alternative Retirement Program (ARP): For full-time bargaining unit members electing to enroll in an ARP, the University shall reduce their salary by the applicable OPERS rates. The University shall also contribute a designated amount to the ARP as well as a mandatory contribution to OPERS in compliance with OPERS rates.

ARTICLE 4 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 rights include but are not necessarily limited to the general grant of authority specified in Ohio Revised Code 4117.08 and 3356. These retained rights include, but are not necessarily limited to, those rights commonly known as management rights. These retained rights include, but are not necessarily limited to, the right to:

A) Rate candidates, establish eligibility lists, and make original appointments therefrom; or, alternatively, to post announcements for positions to be filled from among qualified applicants responding to the posting, and to make appointments from the pool of applicants;

B) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs

of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

C) Direct, supervise, evaluate, or hire bargaining unit members;

D) Maintain and improve the efficiency and effectiveness of University operations;

E) Determine the overall methods, processes, means or personnel by which University operations are to be conducted;

F) Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain bargaining unit members;

G) Determine the adequacy of the work force;

H) Effectively manage the work force;

I) Determine the overall mission of the employer as a University;

J) Take actions to carry out the mission of the University.

ARTICLE 5 UNION RIGHTS

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

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

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

5.4 The Union shall be permitted reasonable use of the University's physical and electronic services for communication with members of the bargaining unit on matters directly related to the Union's role as exclusive representative of the bargaining unit. The University shall designate a public area in each building where a Union bulletin board can be displayed.

5.5 Copies of this Agreement will be posted in electronic format on the University's website for download in a printable PDF format. The University will provide to the Union fifty (50) printed copies of this Agreement.

5.6 The Union will continue to be assigned a mailbox at the Delivery Services Mailroom at no cost.

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

A) Grievance Officers are authorized to investigate possible grievances and represent bargaining unit members in grievance adjustments as specified in Article 9.

B) The Union shall inform the University in writing of those bargaining unit members designated as Grievance Officers prior to the University's recognition of those persons as Grievance Officers. The Union will also notify the University promptly of changes in the list of Grievance Officers. The Union will also notify the University of those officers of YSU-ACE who have Grievance Officer status pursuant to this Section.

5.8 Union Grievance Officers recognized in Section 5.7 shall collectively be permitted up to twelve (12) Grievance Officer-hours each week to investigate possible grievances and/or grievances during the paid working hours of the Grievance Officers. The Union agrees that this time will be devoted exclusively to a good faith effort to resolve labor-management problems arising from the provisions of this Agreement, and will not be abused. The University agrees that permission to investigate a possible grievance and/or grievance will not be unreasonably denied.

A) Time spent in consultation with the Chief Human Resources Officer or their designee will not be counted against the twelve (12) hour limit.

B) If unused in a given week, Grievance Officer-hours may accumulate to a maximum of twenty (20) hours.

C) Advance permission must be granted by the Grievance Officer's supervisor and by the Grievance Chair or Union President prior to investigation of a possible grievance and/or grievance during paid hours.

D) If a Grievance Officer leaves their work area to investigate a grievance in another work area, the Grievance Officer will inform the supervisor in the grievant's work area before talking to the grievant.

E) No individual Grievance Officer may devote more than six (6) hours of paid time to possible grievance and/or grievance investigation during a given week without the permission of the University.

F) A bi-weekly account of the grievance hours will be kept by the Grievance Chair. This information will be available to the University upon written request. Grievance Officers will be responsible for recording any grievance time used in the designated space on their bi-weekly time sheets.

5.9 During each full workweek starting with the month of March of any year that the negotiation process begins and concluding when negotiations commence, each member of the Union negotiating team, not to exceed six (6) plus the Union President, shall each be granted up to two (2) hours of release time for preparation purposes. Once the process of negotiating a successor agreement has begun and through and until fact-finding concludes (if applicable), each member of the Union negotiating team shall be granted up to four (4) hours of release time per week to prepare for negotiations.

5.10 The Union President or their designee shall be granted a paid leave of absence of up to an aggregate of eight (8) hours per week for each scheduled workweek during the life of this Agreement. The Union President shall be free to conduct Union business on University premises during the eight (8) hour release period in accordance with the other provisions of the Agreement. This release time is in addition to all other release time contained in the Agreement. Release time should be pre-arranged with the Union President's supervisor to maintain efficient operation of the department. The Union President will refrain from conducting union business during

work time except as otherwise specified in the Agreement.

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

5.12 Union members shall, at the request of the Union, be granted a paid leave of absence for one-half (1/2) hour abutted to their unpaid lunch, two (2) times per year to attend a Chapter Meeting. The schedule for the entire calendar year for such meetings will be forwarded to Human Resources every year by January 1 of that calendar year or as soon as the schedule is available for dissemination. The dates of the meetings shall not conflict with other scheduled University-wide activities. The Union shall provide the start and end times for the meetings with at least two (2) weeks' notice. The paid leave of absence shall be split evenly between the beginning and the end of the meetings. The unpaid portion of the meetings shall not exceed one (1) hour. Employees whose regularly scheduled lunch break does not coincide with the meetings, is shorter than the length of the meeting, or both, must receive approval from their supervisors to adjust their lunch period and their workday to attend. Such request shall not be unreasonably withheld.

5.13 The Union shall be invited to participate in scheduled employee orientations for the purpose of introducing all newly hired employees to the Union. Such presentation will not exceed thirty
(30) minutes. The University shall make a good faith effort to notify the Union no less than five
(5) days prior to each employee's start date.

5.14 The Union President shall receive timely notice of the appointment of an employee new to the bargaining unit or of a personnel action which results in a change in an employee's bargaining unit status or a change in the bargaining unit member's department or classification.

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

5.16 Use of vacation time or leave without pay of up to five (5) days each shall be granted to no more than six (6) bargaining unit members of the Union to attend Leadership Academies off-campus each academic year. Absent unusual circumstances, a minimum of thirty (30) days written notice shall be provided to the University prior to taking such leave. Only one bargaining unit member from any one work area will be granted leave at any one time. However, leave for more than one bargaining unit member from any one work area at any one time may be granted at the discretion of the department head.

ARTICLE 6 UNIVERSITY/UNION RELATIONS AND RESPONSIBILITIES

6.1 The parties agree that it is desirable that they develop and maintain a working relationship of mutual respect and continuous improvement. The parties agree further that each party shall be totally free of interference from the other in the selection of individuals designated to fulfill the various responsibilities of each party described in this Agreement. Finally, the parties affirm their mutual commitment to the principle that each party to the Agreement shall provide whatever financial or human resources are necessary to fulfill its obligations under this Agreement. The Union agrees that there shall be no Union activity during paid working hours, except as

explicitly provided for by this Agreement. The University agrees that it shall take appropriate steps to see that all bargaining unit members shall have the opportunity to enjoy the provisions of this Agreement, regardless of their scheduled working hours, subject to specific provisions elsewhere in this Agreement.

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

Topics would include, but are not limited to, such activities as:

A) Discuss the administration of this Agreement;

B) Notify the Union of changes contemplated by the University which may affect bargaining unit employees;

C) Discuss the future needs and programs of the University;

D) Disseminate general information of interest to the parties;

E) Give the Union representatives the opportunity to discuss the views of bargaining unit employees and/or make suggestions on subjects affecting those employees;

F) Give the parties the opportunity to discuss the problems that give rise to outstanding grievances and to discuss ways of preventing contract violations and other workplace conflicts from occurring;

G) Discuss proposed work rules; and

H) Discuss such other items as the parties may mutually agree.

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

6.4 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, not to exceed thirty (30) days unless mutually agreeable, to assemble the information, and the party from whom the information is sought may determine the form in which such information is submitted. Upon written request, the Union shall receive a copy of the annual budget, reports of the membership of the bargaining unit, quarterly and year-end financial reports, copies of all reports filed with the State Employment Relations Board, and communications distributed generally to classified bargaining unit members of the University. University Policies are located on the Board of Trustees website. Upon written request, the Union shall provide the University with copies of all reports filed with the State

Employment Relations Board.

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

ARTICLE 7 EMPLOYEE DISCIPLINE

7.1 A member of the bargaining unit may be disciplined, demoted, suspended or removed for just cause, which shall include, 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, or any other acts of misfeasance, malfeasance, or nonfeasance in office, or conviction of a felony. Article 7 shall not apply to separations 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.

7.2 Corrective action is normally progressive in nature; that is, repetitions of causes for disciplinary action should lead to progressive responses of reprimand, suspension, removal. It is expected that most cases will be disposed of by an informal verbal warning without formal disciplinary action; such verbal warning shall be documented by the employee's supervisor but shall not be recorded in the bargaining unit member'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 may justify a more severe initial disciplinary action, including removal. Disciplinary actions shall be reduced to writing and the Union and bargaining unit member will be notified that disciplinary action materials are being inserted into their official personnel file.

7.3 Eligibility to Grieve: A non-probationary bargaining unit member who is disciplined, suspended or removed may grieve the discipline pursuant to Article 9.

7.4 All aggrieved disciplinary action(s) shall be immediately moved to the Step 3 grievance hearing as identified in Section 9.7. A notation shall be placed on any aggrieved disciplinary action materials while the grievance is pending, which shall be removed once the grievance has been resolved. Any disciplinary action that is determined by the grievance process to be invalid will result in said action being removed from the employee's personnel file.

7.5 In situations involving a suspension or removal, the Chief Human Resources Officer or their designee shall conduct a due process meeting with the bargaining unit member to discuss the reasons for such suspension or removal prior to issuing the order of suspension or removal. Prior to a due process meeting, the Union and University shall exchange a copy of all materials related to the matter including, but not limited to, police reports, statements of complaint, or any other documentation that may be related to employee discipline. Documents which are not exchanged at least two (2) calendar days in advance of a hearing may not be entered at the hearing. At the request by either party, the hearing will be postponed to comply with this requirement. The bargaining unit member shall have the choice of whether they wish such a meeting, and shall further have the choice of deciding whether or not they wish to have a Union representative present. In addition, within twenty-one (21) calendar days of the completion of the meeting, the Chief Human Resources Officer, or their designee, shall send via hand delivery or by email, to a suspended or removed bargaining unit member, written notification stating the reason(s) for the suspension or the removal. The parties agree that orders of suspension or removal shall be treated as confidential personnel matters between the University and the bargaining unit member,

unless the bargaining unit member wishes to consult the Union in the matter. In the event the employee does not wish to consult with the Union and requests that copies of the disciplinary action not be forwarded to the Union President, a record of the incident will be provided to the Union President. Suspensions and removals may be appealed directly to Step 3 of the grievance process.

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

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

7.8 If a department head or supervisor has decided to hold a meeting or investigatory interview and the employee has a reasonable belief that discipline or other adverse consequences may result from what they say, the employee has the right to request union representation. The role of the Union representative during such meeting is non-adversarial. However, the representative does have the right to assist and counsel the employee during the meeting. Employees may choose from among authorized union representatives or its legal counsel available on the same shift they are working and who is available during that shift. Absent an authorized union representative or its legal counsel, the employee may contact the Union President or Grievance Chair. If the employee's attempts to contact these representatives, officers or legal counsel are unsuccessful, then the interview will be rescheduled as soon as is practicable and no later than two (2) work days.

7.9 If a manager or supervisor has reason to suspect a member of the bargaining unit is under the influence of alcohol or non-prescribed controlled and/or illegal drugs while on duty, the bargaining unit member and the Union will be advised of the reasonable suspicion, and shall further be advised that the employee will be taken immediately to a medical facility for an examination and/or testing to determine whether they are under the influence of alcohol or non-prescribed controlled and/or illegal drugs. Any employee who is sent for an examination and/or test under this provision will, at the discretion of the University, be placed on administrative leave with pay at the employee's regular rate of pay or assigned duties that will not pose a threat to the employee or any other person until the results of the test are known. Bargaining unit members who are required to undergo an examination or testing under the provisions of this section shall be advised by the University of off-campus resources available for persons suffering from problems of alcohol/drug abuse. The University at its discretion shall be free to utilize an on-site testing service for immediate testing. Confidentiality is of the utmost importance and will be maintained throughout the process. If the medical examination indicates that the employee is not under the influence of alcohol or non-prescribed controlled and/or illegal drugs, no record of the medical examination shall be placed in the employee's official personnel file. However, if an incident (e.g., car accident) is linked to the reasonable suspicion resulting in the medical examination, a record of the incident shall be placed in the employee's official personnel file.

7.10 Any action taken by the University in accordance with Section 7.9 will not preclude or negate any additional action taken by the University, which may include medical examination/treatment, counseling, and/or disciplinary action, due to a bargaining unit member determined to have been under the influence of alcohol or non-prescribed controlled and/or illegal drugs while on duty.

ARTICLE 8 PERSONNEL FILES

8.1 The parties agree that the University may establish regulations for the custody, use, and preservation of appropriate records pertaining to bargaining unit members. Only one official personnel file shall be maintained by and in the Office of Human Resources for each member of the bargaining unit. Personnel files are maintained, and access provided to them in accordance with law.

8.2 Based on a prior scheduled appointment, each bargaining unit member shall have access to their official personnel file during normal working hours. The University will also grant access to a bargaining unit member's official personnel file to the bargaining unit member's designated representative.

8.3 Any bargaining unit member who has reason to believe that there are inaccurate or outdated materials contained in their personnel file has the right to submit a memorandum to the Chief Human Resources Officer or their designee noting their objections to the material in question. The Chief Human Resources Officer or their designee shall attach the bargaining unit member's statement to the material objected to, and shall include a note in the personnel file indicating that any person reviewing the original material should also review the bargaining unit member's objections to the material.

8.4 Individual letters of appointment, appointment forms, sick leave forms, vacation forms, notices of disciplinary action, and other material deemed appropriate by the University may be included in the official personnel file. However, any document which does not include as part of its normal distribution a copy to the individual, or which does not originate with the individual, shall not be placed in a personnel file unless the bargaining unit member is simultaneously provided a copy by campus mail or via email.

8.5 Materials Related to Disciplinary Action: Materials related to disciplinary action (see Article 7: "Employee Discipline") shall cease to have force and effect, providing a minimum of eighteen (18) months have passed since the insertion of the material into the file without an intervening occurrence of disciplinary action. Upon the written request of the bargaining unit member, such materials shall be moved to an alternate file.

8.6 Performance evaluations may be moved to an alternate file, at the request of the bargaining unit member, provided the evaluations have been on file for at least five (5) years.

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

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

ARTICLE 9 GRIEVANCE PROCEDURE

9.1 Definition: The purpose of this article is to set forth a prompt and equitable method to resolve disputes between the Union and the University during the term of the Agreement. Under this article, a member of the bargaining unit or the Union may file a grievance alleging a violation, misapplication and/or misinterpretation of the terms of the Agreement. Nothing in this article is intended to discourage or prohibit informal discussion and/or resolution of a dispute prior to the filing of a formal grievance.

9.2 Procedure: A grievance is filed at Step 1 or at the lowest level at which the remedy sought may be granted. A grievance is filed on the form which appears in Appendix C to this Agreement. A completed form must be submitted to the Chief Human Resources Officer or their designee, at which time a grievance number is assigned. The form may be submitted via email. A grievance must be filed no later than forty-two (42) days after the grievant knew or should have reasonably known the facts giving rise to the grievance. (All references to "days" are to calendar days.) The time limits specified in this article may be extended by mutual agreement of the parties. If the grievant or the Union fails to appeal a disposition of a grievance within the specified time limit, the grievance shall be considered settled on the basis of the last disposition by the University. No grievance will be automatically advanced to Step 4 without the approval of the Union Executive Committee. If the University fails to hold a hearing or grant a disposition within the time limit prescribed, the right to proceed to the next step shall be granted automatically and immediately. All grievances withdrawn by the Union shall be considered withdrawn with prejudice.

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

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

9.4 Independent Grievances: A bargaining unit member has the right to present a grievance to the University, and have it adjusted without the involvement of the Union or Union representatives if the adjustment is consistent with the terms of the Agreement and the Union was given the opportunity to have a representative present at such a hearing and/or adjustment. Any grievance adjusted under Section 9.5, 9.6 or 9.7 which the Union believes is inconsistent with the Agreement is grievable under Article 9 of the Agreement.

9.5 Step 1: Within forty-two (42) days after the grievant knew or should have reasonably known the facts giving rise to the grievance, they may file a formal grievance as specified in Procedure 9.2. Within fourteen (14) days after receiving the grievance, the appropriate department head will hold a grievance hearing. If the individual against whom the grievance is filed is the department head, the grievance will be automatically heard at Step 2. The University must notify the appropriate Union representative at least three (3) work days prior to the scheduled hearing. Within fourteen (14) days following the hearing, the department head will complete a Grievance Disposition Form, distributing the original to the grievant and providing a copy to the Union. Within fourteen (14) days following receipt of the department head's Step 1 disposition, the grievant may appeal the disposition to Step 2 by completing and distributing a Grievance Disposition Reaction Form.

9.6 Step 2: Within fourteen (14) days following receipt of an appeal from a Step 1 disposition or the receipt of an original filing at Step 2, the department head's administrative superior, or their designee, not to be the

same individual who heard the grievance at Step 1or the individual against whom the grievance has been filed, will either hold a grievance hearing or complete and distribute a Grievance Disposition Form, in the latter case providing the original to the grievant and a copy to the Union. If the administrator holds a grievance hearing, t hey will execute and distribute a Grievance Disposition Form within fourteen (14) days following the hearing. A hearing is required if the grievance is filed initially at Step 2. Within fourteen (14) days following receipt of the administrator's Step 2 disposition, the grievant may appeal the disposition to Step 3 by completing and distributing a Grievance Disposition Reaction Form.

9.7 Step 3: Within fourteen (14) days following the receipt of an appeal from Step 2 or the receipt of an original filing at Step 3, the Chief Human Resources Officer or their designee must hold a grievance hearing. The Chief Human Resources Officer or their designee will complete and distribute a Grievance Disposition Form within fourteen (14) days following the hearing. Within fourteen (14) days following receipt of the Step 3 disposition, the grievant may appeal the disposition to Step 4 by completing and distributing a Grievance Disposition Reaction Form.

9.8 Step 4: Mediation/Arbitration

A) Within thirty-five (35) days following receipt of an appeal to Step 4, the Union Executive Committee will inform the University in writing whether it supports the appeal to arbitration or alternately to grievance mediation under the auspices of the Federal Mediation and Conciliation Services (FMCS).

B) Within seven (7) days following notification by the Union of the desire to participate in grievance mediation the University will inform the Union in writing if it agrees or does not agree to proceed with grievance mediation. If the University does not agree to grievance mediation, the Union will request arbitration pursuant to this Article.

C) Within seven (7) days following notification of agreement to participate in grievance mediation from the University the parties shall submit a signed joint request to FMCS for grievance mediation. The parties acknowledge that FMCS may require the parties to waive any time limits in the collective bargaining agreements if grievance mediation is to occur.

D) Within twenty-one (21) days following an unsuccessful grievance mediation or notification that the Union supports the appeal to arbitration, the Union must request from the Federal Mediation and Conciliation Service (FMCS) a panel of seven (7) arbitrators whose primary addresses are within a 200-mile radius of Youngstown, Ohio. The parties may mutually agree to expand the radius. A copy of the Union's request to FMCS must be sent simultaneously to the Director Labor and Employee Relations.

If the parties are unable to agree upon which of those seven nominees shall serve as arbitrator, then the arbitrator will be chosen by each party alternately striking names, beginning with the moving party, and the name remaining shall be the arbitrator. Prior to commencing striking, each party shall have the option to completely reject one (1) panel of arbitrators provided by the FMCS and request another list. Agreement on an arbitrator or to reject the list provided by the FMCS shall be made within forty-five (45) days from the receipt of the list. The selection of an arbitrator from the second list provided by the FMCS shall be made within forty-five (45) days from receipt of the list. The hearing shall commence in accordance with the rules and regulations of the FMCS within one hundred fifty

(150) days of selection of the arbitrator, unless the parties mutually agree to extend the deadline or because the arbitrator's schedule will not allow for the hearing within one hundred fifty (150) days.

E) If there is a question of arbitrability of a grievance, the parties will request the arbitrator to rule first on the arbitrability of the grievance. If the arbitrator rules that the grievance is arbitrable, they shall proceed to conduct a hearing of the merits of the grievance.

F) The following matters shall not be arbitrable: determinations of bargaining unit status of any employee (see Article 2, "Scope of Unit"); grievances not supported by the Union in the appeal to Step 4 (see Section 9.2 above); the suspension or removal of a probationary bargaining unit member (see Article 7, "Employee Discipline"); alleged acts of discriminatory harassment (matters under the purview of the EEO and/or state and federal agencies) (see Section 7.7); layoffs and recalls (see Article 16, "Layoff and Recall"); an alleged act of illegal discrimination (see Article 19, "Non-Discrimination"); the reclassification of a position or a refusal to reclassify a position (see Article 20, "Classifications and Position Audits"); any action that is appealable to the State Personnel Board of Review or the State Employment Relations Board and has been appealed to the Board with jurisdiction; performance evaluations; decisions by Administration that are referenced in this Agreement as final or final and binding; and any matter not pertaining to the meaning and intent of this Agreement.

G) The arbitrator will have no power to add to, subtract from, or modify in any way the terms of this Agreement. The arbitrator's decision is binding upon the University, the Union, and the grievant.

H) The arbitrator will be requested to render a decision within twenty-eight (28) days after the arbitration hearing. The arbitrator's fees and expenses will be borne equally by the University and the Union, except costs incurred by the calling of witnesses, which will be borne by the party calling that witness.

I) Arbitration hearings will be held on the University campus in a room provided at no cost to the Union.

J) If the arbitrator requests a transcript of the hearing, the cost will be shared equally by the University and the Union; if either party requests a transcript, it will bear the cost of the transcript.

K) Bargaining unit members who appear as witnesses at an arbitration during their regular hours will be paid for the time spent at the arbitration hearing; however, no more than five (5) bargaining unit members will be present at the arbitration hearing on behalf of and/or at the request of the Union, unless otherwise mutually agreed.

ARTICLE 10 WORK SCHEDULES

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

10.2 Normal Scheduling: Each full-time member of the bargaining unit will be scheduled to work eight (8) consecutive hours a day (subject to the provisions of Section 10.3 below) and forty (40) hours each week. Each permanent part-time member of the bargaining unit will be scheduled to work their full-time equivalency (FTE) times eighty (80) hours each biweekly pay period. In situations in which the University has previously determined that another schedule of forty (40) hours weekly is required by operational needs, that schedule will be grandfathered in. If subsequent situations arise necessitating other forty (40) hour weekly schedules, as required by operational needs, the University will meet and confer with the Union prior to the establishment of such schedules. The parties recognize that it is desirable that the days of work for all bargaining unit members be scheduled consecutively, Monday through Friday, to the extent possible. In the case of "part-time" bargaining unit members, listed in Appendix A, the schedule to which they were assigned prior to this Agreement will be their "normal" schedule. Any changes in "part-time" schedules will be subject to the above noted stipulations. With regard to intermittent bargaining unit members the University will continue to have the right to either schedule on a regular basis or on an as-needed basis. Full Time Equivalency (FTE) shall be based on two-thousand eighty (2080) hours per calendar year for full-time employee(s).

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

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

10.5 The University may schedule bargaining unit members to work another shift when the University determines such action is necessary. In making such shift changes, the departmental seniority by classification of the bargaining unit members involved will govern. Nothing herein precludes a bargaining unit member from requesting a shift change within their department.

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

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

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

10.9 Each member of the bargaining unit who is scheduled to work for more than five (5) hours a day is entitled

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

10.10 Breaks:

A) Each bargaining unit member shall be entitled to receive one (1) 15-minute break for each four (4) hour shift during the work day. The break shall be taken at approximately the middle of each shift. Break periods shall never abut the lunch period.

B) Bargaining unit members shall be entitled to receive a five-minute "wash-up" break before lunch time and before the end of the shift.

10.11 Both parties agree that a bargaining unit member's breaks and lunches should be away from their work station.

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

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

10.14 Nepotism: Nepotism is addressed in University Policy 3356-7-26 Nepotism and Potential Conflicts in Employment Situations.

ARTICLE 11 HOLIDAYS

11.1 Holiday Pay: The University holidays for members of the bargaining unit shall be the first day of January (New Year's Day), the third Monday in January (Martin Luther King Day), the third Monday in February (President's Day), the last Monday in May (Memorial Day), the nineteenth day of June (Juneteenth), the fourth day of July (Fourth of July), the first Monday in September (Labor Day), the second Monday in October (Columbus Day), the eleventh day of November (Veteran's Day), the fourth Thursday in November (Thanksgiving Day), the twenty-fifth day of December (Christmas Day), and any day appointed and recommended by the governor of this state or the President of the United States.

All full-time and permanent part-time bargaining unit members shall be compensated at their total daily rate of pay for the holidays specified herein. "Total daily rate of pay" is defined as a bargaining unit member's total hourly rate of pay times the number of hours they are normally scheduled to work on that day. To be eligible for holiday pay, a bargaining unit member must actually work or be approved to take paid leave, their entire scheduled workday immediately preceding the holiday and their entire scheduled workday immediately following the holiday. The only exceptions are when the employee: (a) actually works the holiday; (b) is on approved FMLA leave; (c) is using paid sick leave for a serious health condition that would otherwise be covered by the FMLA but the employee has exhausted all available FMLA leave or is ineligible to use FMLA leave, or (d) the employee uses sick leave to undergo or recover from a medical procedure. When a full-time or part-time bargaining unit member is required to work on a holiday as specified in Section 11.1, the following guidelines shall apply:

A) A member of the bargaining unit who is required to work on a paid holiday shall be paid one and one-half (1.5) times their total hourly rate of pay for each hour worked in addition to their total holiday pay.

B) A bargaining unit member who is scheduled to work on a paid holiday, but requests and is granted vacation, compensatory time off, or personal/ sick leave conversion, will receive their total holiday pay and will not be charged with the leave. A bargaining unit member who is scheduled to work on a paid holiday, but reports off sick, will be required to request the use of sick leave for the time missed.

C) The method used to determine which bargaining unit members work a holiday will be determined by classification seniority of the persons scheduled to work each shift that holiday.

D) The hours worked on a holiday will not be considered overtime and subsequently will not be added to a bargaining unit member's total aggregate hours for purposes of rotation of overtime opportunities.

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

A) If a bargaining unit member has actually worked forty (40) hours during the week in which the holiday falls, they are entitled to one and one-half (1.5) times their total daily rate of pay. However, at the bargaining unit member's option, they may request these hours be added to their accumulated compensatory time balance instead of receiving pay.

B) A paid holiday that is not worked by an employee shall be considered hours "actually worked" by an employee for purposes of overtime compensation eligibility for the workweek when the holiday occurs.

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

11.4 Should a holiday fall on a Saturday or a Sunday, the holiday will be observed on the preceding Friday or the following Monday, at the discretion of the University.

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

5.20 Portion of Election Day a holiday

The first Tuesday after the first Monday in November of each year, between the hours of twelve noon, Eastern Standard Time, and five-thirty p.m., Eastern Standard Time, is a legal holiday.

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

11.6 Since many important religious observances occur on days not designated as legal holidays under this article,

the University, upon request, will grant a bargaining unit member any/all opportunities to observe a religious holiday provided that the time off is first charged to vacation, compensatory time, or personal/sick leave conversion if available, or leave without pay if paid leave is not available.

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

11.8 The University will consult with the Union prior to adopting the calendar for each academic year, which specifies the actual dates on which holidays are to be observed. However, the parties recognize that the University bears responsibility and retains final authority in the development of the University calendar.

ARTICLE 12 OVERTIME

12.1 Bargaining unit members who are not exempt from the overtime provisions of the Fair Labor Standards Act and who have worked for more than forty (40) hours during a given week, at the direction of the University, shall be paid overtime based on applicable statutory provisions and rules of the Ohio Revised Code, or at the discretion of the bargaining unit member, shall be given compensatory time off at the rate of one-and-one-half (1.5) hours for each hour worked. Holidays shall be considered time actually worked for the purposes of calculating overtime eligibility. Compensatory time off must be taken at a time mutually convenient to the bargaining unit member and the University. Compensatory time not taken by December 31 will be paid off at the bargaining unit member's current rate of pay. A bargaining unit member may not exceed a two hundred forty (240) hour compensatory time balance. If a two hundred forty (240) hour balance exists, the bargaining unit member will automatically be given pay for any overtime worked. Upon termination of employment, an employee shall be paid for unused compensatory time at a rate equal to the final total rate received by the employee. The parties agree that the University retains the authority to determine which bargaining unit members are qualified to perform specific duties. The University agrees that it will not abuse this authority (such as those stated in Section 10.3) in order to deny an overtime opportunity to any bargaining unit member who is properly qualified to perform the work involved and consistent with specifications listed elsewhere.

12.2 Regular Overtime:

A) Regular overtime occurs when the volume of work in a department or work unit justifies the assignment of a bargaining unit member for more than forty (40) hours in work status during a given week; overtime of this type does not involve emergencies, as defined in Section 12.3.A below; overtime of this type normally involves a bargaining unit member working beyond the regular end of their eight (8) hour daily shift. Regular overtime opportunities will be offered to bargaining unit members in the following order: first to full-time, then to permanent part-time and then to intermittent. The bargaining unit member has the right to accept or reject an overtime assignment of this type.

B) The University shall rotate regular overtime opportunities among qualified full-time bargaining unit members within a College or Non-Academic Division department or work unit who regularly perform the work to be assigned on an overtime basis. Overtime rosters will be maintained for areas where overtime is offered. Upon written request by the Union President, overtime rosters for areas where overtime was offered will be provided. Overtime shall be offered to the bargaining unit members within the department or unit who, on the roster, have the fewest aggregate hours -- worked, refused and credited (12.2.D) -- among those whose job classifications include the work being assigned.

The first overtime opportunity in the new calendar year shall be offered to the bargaining unit member(s) in order of greatest to least College or Non-Academic Division seniority within a department or work unit. A bargaining unit member who is offered but refuses overtime assignments shall be credited on the roster with the amount of overtime refused.

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

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

D) Any bargaining unit member who is absent on leave without pay, when their regular opportunity for overtime occurs, shall be given overtime "absence credit" for purposes of overtime rotation as if they had received and accepted the overtime assignment. The status of a bargaining unit member, new or transferred to a department, shall be to have the highest number of aggregate hours.

E) Where overtime is necessary, the bargaining unit member who normally does that job shall be offered the overtime.

12.3 Emergency Overtime:

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

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

B) If in the judgment of the President or their designee there are general situations which by definition would constitute an emergency as defined by Section 12.3.A (e.g., failure of an electrical system, predicted snowfall in excess of a certain accumulation, etc.), the President or their designee shall prepare a written directive specifying the situation(s) so designated and shall provide copies of the directive to the Union and to bargaining unit members in the department(s) or work unit(s) involved. The purpose of this provision is to seek to standardize, where possible, the designation of emergency situations. In any situation which has not been previously designated by a directive, only the President or their designee may declare an emergency situation for the purpose of Section 12.3.A of this Agreement.

C) When a bargaining unit member is called in to work emergency overtime prior to their scheduled workday, the bargaining unit member shall have the opportunity to work the regularly scheduled eight (8) hours in addition to the work performed during the additional call-in period. If, conversely, the bargaining unit member wishes to quit work after having worked eight (8) hours from the beginning of the call-in period, and if the University can spare the bargaining unit member for the remainder of the day, the bargaining unit member shall have the right to quit work after having worked eight (8) hours.

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

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

ARTICLE 13 EVALUATIONS

13.1 Bargaining unit members shall have their progress reviewed once during the first half of the probationary period and their performance rated or evaluated prior to the end of the probationary period, and once every year thereafter to evaluate the previous calendar year's performance. The deadline for completion of the evaluation

process and form shall be no later than the first week of March of each year. Failure of Management to comply with this provision shall not have a negative impact on any bargaining unit member. If a bargaining unit member has experienced a change in supervision or has accepted a position that is non-probationary within one (1) month of the evaluation date, the evaluation will be converted to a calendar year and an on-line process with the evaluation form and job descriptions available in the system for the benefit of both supervisor and bargaining unit member. The parties may mutually agree to modify the above-mentioned timeline. The performance evaluation process is an on-line process with the evaluation form and job descriptions available in the system for the benefit of both supervisor and bargaining unit member. The criteria to be used for evaluations are: 1) quality/quantity of work/productivity, 2) knowledge of job/learning and development, 3) communication, 4) cooperation/teamwork, 5) supervisory skills (used only when evaluating a supervisor), 6) goals/benchmarks, and 7) overall performance rating.

13.2 An evaluator will complete an evaluation and will meet with the bargaining unit member during working hours (no later than one (1) hour prior to the end of the bargaining unit member's shift) to review and discuss the evaluation. The purpose of this meeting is to answer questions concerning the evaluation, to clarify it, and to provide such information as is available and relevant to the evaluation. The bargaining unit member shall have an opportunity to review all document(s) utilized in preparing the evaluation. Upon written request, a record of omission shall be included in each bargaining unit member's official personnel file and copied to the appropriate reporting channels when the process has not been completed when due.

13.3 The bargaining unit member shall receive and acknowledge the evaluation electronically after all comments, remarks and changes have been noted. The bargaining unit member's acknowledgement certifies that they have reviewed the evaluation, but does not necessarily indicate agreement with it. If an employee's evaluation is rated overall, "Below Minimum", a meeting may be required with the Chief Human Resources Officer or their designee.

13.4 A bargaining unit member who believes that the procedural requirements of this article have not been met, or who believes that the information upon which an evaluation was based was improper (i.e., erroneous, incomplete, untimely, or irrelevant), may file a grievance under the provisions of Article 9 ("Grievance Procedure"). If the adjustment of the grievance includes a determination that the evaluation was procedurally flawed or based upon improper information, the University will note such on the electronic copy of the evaluation and will not rely on it for any future personnel action. If a bargaining unit member disagrees with the judgment of the evaluator, the bargaining unit member may so note, with comments in the "Employee's Comments" section of the evaluation.

ARTICLE 14 VACANCIES, TRANSFERS, SEARCHES, AND PROMOTIONS

The following language on vacancies, transfers, searches, and promotions is the sole source of rights and obligations of the parties in these matters. The following language supersedes all provisions applicable to public employees in the Ohio Revised and Administrative Codes including the rules of the Ohio Department of Administrative Services.

14.1 Definitions:

A) "Vacancy" is any budgeted permanent full-time or permanent part-time position within the bargaining unit that does not have an incumbent and which the University intends to fill under the terms of this Agreement.

B) "Transfer" is the movement of an employee in the same classification to a vacancy within the University from one department or work unit to another.

C) "Promotion" is the movement of an employee to a posted vacancy in a classification with a higher starting pay rate.

D) "Demotion" is the movement of an employee to a vacancy in a lower classification. The pay rate assigned to a demotion is described in Article 3.3(B).

14.2 The University reserves the total and explicit authority to determine when a vacant position exists; to determine whether the vacant position is to be continued, abolished, or transferred to another department or work unit within the University; and to determine the classification of any vacant position. The University will inform the Union President at least fifteen (15) calendar days before it implements one of the above decisions regarding bargaining unit positions. All vacancies that the University determines to fill, as defined in 14.1(A), will be posted in compliance with Section 14.4 within sixty (60) days from the completed employment requisition(s). The parties may mutually agree in writing to waive and/or modify the posting procedure.

14.3 The University shall provide bargaining unit members the first opportunity to be considered for a promotion and/or transfer in accordance with Section 14.7.

14.4 The posting described in Section 14.2 will specify the period during which interested and qualified bargaining unit members may apply, which period shall be no less than ten (10) working days from the day of posting. All postings will include the date posted, the position's title, the department or work unit where the position is assigned, the hourly rate of pay, the minimum qualifications for the position, and if applicable, the application deadline. All applicants must fully complete an online employment application in order to be considered for any position.

14.5 Application Procedure:

A) **Transfers by Bargaining Unit Members:** Employees may apply for a transfer to any vacant position in the same classification elsewhere in the University by submitting an application during the period the position vacancy is posted. Additionally, the employee will notify the Chief Human Resources Officer that they have applied for the position and the employee will be granted an interview.

B) **Application for Vacant Position:** Any individual who meets the posted minimum qualifications may apply for a position by submitting an online application during the period the position vacancy is posted.

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

A) A search committee will be formed, comprised of one person selected by the hiring authority, one appointed by the Union President or their designee, and one appointed by Human Resources. All search committee members should be selected on the basis of their knowledge of the vacant position. All search committee members must be permanent University employees. Absent unusual circumstances, search committee members are to be appointed within ten (10) calendar days after the hiring authority, Union President and Chief Human Resources Officer are notified they are to make such appointments. If the Union President fails or is unable to appoint a bargaining unit member within ten (10) calendar days of notification, the Chief Human Resources Officer or their designee will populate the search committee with an ACE bargaining unit member.

B) Reasonable efforts shall be made not to appoint the same eligible bargaining unit member employee to successive Search Committees.

C) The committee is responsible for screening the applicants and identifying through interviews the "most qualified" applicants to be referred to the hiring authority. The committee will use the applicant tracking system to complete their review.

D) If internal applicants are equally qualified, the seniority of the internal applicants will be determinative in making the final selection.

E) The University may, at its discretion, re-post vacant positions if a sufficient number of qualified internal and external applications are not received. Additionally, if the search committee deems that there are insufficient qualified applicants, the search committee can recommend a failed search to the hiring manager.

14.7 Eligibility:

A) Bargaining unit members serving an initial probationary period or promotional probationary period may submit an application for a position; however, they may not be serving such probation period (initial or promotional) at the time the position is offered.

B) The University reserves the right to post a vacancy internally or externally. For internal postings, a selection will be made from the pool of qualified internal candidates. For external postings, if there are qualified internal candidates, at a minimum, the internal candidates will be interviewed by the search committee along with the external candidates. The search committee shall review both internal and external candidates using the same "most qualified" criteria . In the review of qualified bargaining unit members applying for vacant bargaining unit positions, the search committee will consider the applicant's education, related work experience, performance evaluations, length of University service in a position or positions related to the position for which they are applying. It is the responsibility of the employee who is applying for a position to maintain and provide updated application materials.

C) The University and the Union mutually agree that employees will neither be encouraged to apply or not apply for a position.

D) Allegations of procedural impropriety should be immediately reported to Human Resources.

14.8 In compliance with the University's Affirmative Action policy, job categories and departments will be reviewed. In classifications in which the University can demonstrate under-utilization of protected class members, the University may take remedial action to correct the under-utilization for both vacant positions and promotional/transfer opportunities. Such action may include placement of a Human Resources staff member as an advisor to review candidates, extending the posting period, submission of written justification if an apparently qualified under-utilized candidate is not recommended for hire, transfer or promotion, and Human Resources review and approval of a recommended or selected candidate. The provisions of Article 14 are intended to be in compliance with all applicable federal and state laws.

14.9 Each new employee shall serve a probationary period of one hundred eighty (180) days. Should the em-

ployee fail to successfully complete the probationary period, the University may, within one hundred eighty (180) days of awarding the position, repost or select from the remaining pool of applicants for the position from the original posting.

Each employee promoted outside of their department or classification series shall serve a promotional probationary period of one hundred twenty (120) days. Each employee promoted within their department and classification series shall serve a promotional probationary period of ninety (90) days.
Any bargaining unit member removed during the promotional probationary period will be relocated back into a position for which they are qualified at a rate no less than their previous position.

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

The University may temporarily assign a non-bargaining unit member to a vacancy expected to be less than one hundred twenty (120) days in duration. The University may fill any vacancy in this manner no more than once.

14.10 Involuntary Transfer:

A) The parties agree that the University retains the right to transfer a bargaining unit member, either on a temporary or permanent basis, into a vacant position within the same classification in another college or non-academic division when it is deemed that such transfer is in the best interests of the University. The bargaining unit member will not suffer a loss in pay as a result of the transfer.

B) The University will provide its rationale in writing to the Union and bargaining unit member determining that a transfer of a bargaining unit member, whether temporary or permanent, into a vacant position in another college or non-academic division is in the best interests of the University at least fourteen (14) days prior to the initiation of such an action.

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

ARTICLE 15 LEAVES

15.1 Definitions: For purposes of Sections 15.2-15.9 the following definitions shall apply:

A) **Child:** biological, adopted, foster, stepchild, ward or child of person standing in loco parentis.

B) **Eligible bargaining unit member:** a bargaining unit member with at least one (1) year of service who has worked at least 1,040 hours in the previous twelve (12) months.

C) **Immediate family:** spouse, children, daughters-in-law, sons-in-law, grandchildren, parents, parents-in-law, grandparents, brothers, sisters, brothers-in-law, sisters-in-law, or legal guardian.

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 con-

dition that involves in-patient care in a hospital, hospice or residential medical care facility, or continuing treatment by a healthcare 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.

Sick Leave:

15.2 It is the expectation of the University and the Union that the utilization of sick leave benefits shall occur when an employee is sick to the extent that they are unable to perform their regular job duties. Sick leave shall not be used in place of other paid leaves. The sole purpose of sick leave is to provide income continuance to an employee for time lost due to illness or injury.

If a bargaining unit member is going to be absent for more than five (5) consecutive days for the above-mentioned reason(s), they shall be required to provide written verification for the use of leave for the sick leave to be approved. Sick leave is also authorized for an illness in the bargaining unit member's immediate family when the bargaining unit member's presence is reasonably necessary for the health and welfare of the affected family member. A physician's certification of the family member's illness shall be required if the bargaining unit member is absent for more than three (3) consecutive days. Such certification shall be submitted to Human Resources Benefits.

Whenever possible, the bargaining unit member will inform the department head in advance of scheduled appointments of the employee and immediate family members of the employee with a doctor, dentist or other medical provider when the employee's presence is reasonably necessary.

If an employee is afflicted or known to be exposed to a contagious disease, and the presence of that employee would jeopardize other employees as determined in writing by a physician, that employee shall take sick leave and other pertinent leave.

15.3 Each member of the bargaining unit earns 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. Sick leave balances are available electronically for all University employees.

15.4 Sick leave may be used for a period of time during which the bargaining unit member is scheduled to work for the University. Bargaining unit members will report all uses of sick leave on the bargaining unit member's bi-weekly time record. Use of sick leave may be denied if the proper procedures are not followed.

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

A) Disciplinary action, including removal, may be taken by the University against any bargaining unit member who falsifies documents relating to the application for sick leave. Such action may also be taken against any bargaining unit member who attributes an absence to sick leave but willfully neglects to follow through on the applica-

tion for such leave.

B) The following types or patterns of absence may be examples of 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.

15.6 To the extent consistent with, or permitted by, federal or state law, a bargaining unit member who is on sick leave but not eligible for Family and Medical Leave Act (FMLA) shall be required to provide to the Human Resources Benefits Unit certification from the bargaining unit member's personal physician that they are able to perform the assigned duties of their position prior to their return to duty.

15.7 Disability Separation: To the extent consistent with, or permitted by, federal or state law, the University may require a bargaining unit member to undergo an examination, conducted by a medical provider or licensed psychologist designated and paid by the University, to determine whether or not the bargaining unit member is physically and/or mentally capable of performing the duties of their position. The Chief Human Resources Officer or their designee will meet with the bargaining unit member and provide detail as to the reason(s) for requiring a medical examination for work fitness. If the opinion of the bargaining unit member's medical provider or licensed psychologist differs from that of the University's medical provider or licensed psychologist in this matter, and if the University notifies the bargaining unit member it will disability separate the employee, the matter may be appealed to the State Personnel Board of Review (Ohio Administrative Code 123:1-30). All documented travel and reasonably related miscellaneous expenses in excess of five dollars ($5.00) will be submitted for reimbursement by the employee to the University. The University shall reimburse the employee within thirty (30) working days from submission.

15.8 Transfer of Sick Leave: 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 two hundred sixty (260) hours of accrued but unused sick leave upon certification of the sick leave balance by their former employer. For cases of rehired retirees, please refer to Section 29.3.

15.9 Medical Opinions: If required by the University to submit to a second and/or third medical opinion (see Section 15.1(F)), a bargaining unit member shall not be required to use sick leave to cover the time of their absence. All documented travel and reasonably related miscellaneous expenses in excess of five ($5.00) dollars will be submitted for reimbursement by the employee to the University. The University shall reimburse the employee within thirty (30) working days from submission.

Leave Without Pay:

15.10 With the approval of the Chief Human Resources Officer or their designee, a bargaining unit member may be granted Leave Without Pay in the categories specified below. Where applicable, such leave shall run concurrently with FMLA leave until FMLA leave has been exhausted. Requests for Leave Without Pay will be

submitted on a form provided by the University a minimum of one (1) month prior to the requested effective date of leave or at the earliest feasible time. Serious consideration will be given to all requests. A bargaining unit member's seniority will continue to accrue while on all leaves in Section 15.10. Upon return from any leave in Section 15.10, a bargaining unit member will be restored to the position held prior to the leave or to an equivalent position with equivalent pay, benefits and other employment terms.

A) **Personal:** During the term of this Agreement, a bargaining unit member will be granted up to five (5) days of Leave Without Pay for personal reasons and may request additional time for any period up to six (6) months. If the request will have an adverse effect on scheduled projects or the efficient operation of departmental tasks, the request may be denied.

B) **Educational:**

1. A bargaining unit member who wishes to pursue formal education, training, or specialized experience which is related to their position at the University may be granted Leave Without Pay for a period of up to two (2) years, when the University agrees that the proposed leave activities will benefit both parties. A bargaining unit member who wishes to pursue formal education or training that is not related to their position may be granted Leave Without Pay for a period of up to six (6) months. A bargaining unit member taking Educational Leave Without Pay may maintain their insurance coverage by paying the employee and employer portion of the group rate to the University.

2. As a prerequisite to approval of this type of leave, the bargaining unit member must submit a notarized statement saying that they will continue their employment at the University for at least eighteen (18) months following the completion of such leave. Should the bargaining unit member resign or be removed prior to the completion of the eighteen-month period, they will be responsible for repayment to the University for the full cost of any fee remission received at Youngstown State University during the period of the Education Leave. Leave recipients who fail to return to the University for the specific period following the completion of the leave will be permitted to arrange a schedule of repayment over a period not to exceed two (2) years.

3. A bargaining unit member may return to active pay status earlier than originally scheduled if the return is mutually acceptable to the University and the bargaining unit member. The University may cancel the leave and direct the bargaining unit member to return to active pay status if the leave is not being used for the intended purpose. The bargaining unit member shall receive written notification of such action.

C) **Employee Medical:** A bargaining unit member whose absence due to a serious health condition exceeds accrued sick leave and is not eligible to receive FMLA leave may take Employee Medical Leave Without Pay for up to twelve (12) weeks. The University may require medical certification and/or a second or third opinion (see Section 15.1 (F)) to support this type of leave. 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 Employee Medical Leave Without Pay medical evidence from its physician and/or the bargaining unit member's physician that indicates the bargaining unit member is expected to be able to substantially and materially perform their duties by a specified date that is no later than one (1) year from the last day on the job, a request for extension of Medical Leave Without Pay will be considered.

1. A bargaining unit member on this type of leave will receive all group insurance on the same basis as employees in active pay status, provided that any non-self-insured coverage obtained from an outside carrier for which the University and/or the employee pay premiums to that outside carrier permits coverage for persons who are not in active pay status.

2. Accrued unused paid leaves shall be utilized by the employee prior to the use of any unpaid Employee Medical Leave.

3. A bargaining unit member on this type of leave, with the approval of the Chief Human Resources Officer or their designee, may take reduced or intermittent leave to reduce the usual number of hours per day or work week.

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

1. A bargaining unit member on this type of leave will receive all group insurance on the same basis as employees in active pay status, provided that any non-self-insured coverage obtained from an outside carrier for which the University and/or the employee pay premiums to that outside carrier permits coverage for persons who are not in active pay status.

2. Accrued unused paid leaves shall be utilized by the employee prior to the use of any unpaid Family Medical Leave.

3. A bargaining unit member on this type of leave, with the approval of the Chief Human Resources Officer or their designee, may take reduced or intermittent leave to reduce the usual number of hours per day or work week.

E) **Worker's Compensation:** A bargaining unit member who chooses to receive compensation from the Bureau of Worker's Compensation instead of using sick leave will be

considered to be on a medical leave without pay as specified in 15.10(C). Bargaining unit members governed by this section will receive all group insurance on the same basis as employees in active pay status, provided that any non-self-insured coverage obtained from an outside carrier for which the University and/or the employee pay premiums to that outside carrier permits coverage for persons who are not in active pay status.

F) **Child Care Leave:** Child Care Leave begins on the date of the child's birth or date of adoption and shall not be used intermittently.

1. **Biological Mother:** Upon the birth of their child, a female bargaining unit member may take Child Care Leave Without Pay for a period not to exceed six (6) months.

2. **Biological Father:** Upon the birth of their child, a male bargaining unit member may take Child Care Leave Without Pay for a period not to exceed six (6) months.

3. **Adoptive Parents:** Upon the adoption of a child, a bargaining unit member may take Child Care Leave Without Pay for a period not to exceed six (6) months.

4. **Foster Parents:** Upon the arrival of a foster child, an eligible bargaining unit member may take Child Care Leave Without Pay for a period not to exceed twelve (12) weeks.

5. If applicable, Child Care Leave shall run concurrently with any FMLA leave.

6. To the extent permitted by law, written application for Child Care Leave will be submitted to the Chief Human Resources Officer or their designee no later than thirty (30) days prior to the effective date for such leave and must specify the anticipated duration of the leave. In case of an application for Child Care Leave by an adoptive or foster parent, this thirty (30) day requirement will be waived. In the case of Child Care Leave related to pregnancy, the request shall be accompanied by a statement from the attending physician giving the expected date of delivery. In such cases where the expected delivery changes or complications arise, the thirty (30) day requirement will be waived.

7. During the period of Child Care Leave, the bargaining unit member is deemed to be temporarily relieved of their duties.

8. While on Child Care Leave, the bargaining unit member will receive all group insurance benefits on the same basis as employees in active pay status provided that any non-self-insured coverage obtained from an outside carrier for which the University and/or the employee pay premiums to that outside carrier permits coverage for persons who are not in active pay status.

9. **Vacation/Sick Leave Substitution:**

   a) **Six (6) Month Leave (Biological and Adoptive Parents):** Vacation may be used concurrently with all or a portion of the six-month Child Care Leave, but may not be used consecutively with the Child Care

Leave. Sick leave may be used concurrently with all or a portion of the first twelve (12) weeks of the six (6) month Child Care Leave, but may not be used consecutively with the Child Care Leave.

b) **Twelve (12) Week Leave (Foster Parents):** Vacation and/or sick leave may be used concurrently with all or a portion of the twelve (12) week Child Care Leave, but may not be used consecutively with the Child Care Leave.

10. An eligible bargaining unit member on Child Care Leave, with the approval of the appointing authority or designee, may take reduced or intermittent leave to reduce the usual number of hours per day or work week.

15.11 Maternity/Parental Leave:

A) **Maternity Leave for Childbirth:** Maternity leave is the authorized absence of a bargaining unit member who is giving birth to receive treatment for pre-delivery medical issues (medical certification required) and to recover from childbirth. The University shall provide up to thirty (30) business days of paid maternity leave to a bargaining unit member giving birth. Maternity leave may be taken at any time during the pregnancy for the care and treatment of pre-delivery medical issues, during childbirth, and immediately afterwards. Application shall be made in writing to the department head and to the Office of Human Resources at least thirty
(30) days prior to the effective date for such leave, or as soon as practicable if medically necessary, and such request shall state the anticipated duration of the leave. At the end of maternity leave, the bargaining unit member giving birth may take paid parental (up to fifteen (15) business days) or unpaid parental leave permitted by law. Bargaining unit members giving birth must take paid maternity and paid parental leaves consecutively and concurrently with available FMLA leave or other maternity leave required by law.

B) **Parental Leave for Adoptive Parents and Biological Father:** Parental leave is the authorized absence of a biological father or adoptive parent to be used following the birth or adoption of a child and to care for and bond with the child. The University shall provide up to three (3) weeks of paid parental leave. If more time is needed, accumulated sick leave can be used. Paid parental leave and accumulated sick leave should be used concurrently with available FMLA leave. Should parental leave and accumulated sick leave be exhausted, available unpaid Family Medical Leave can be used for this purpose. Application shall be made in writing to the department head and to the Office of Human Resources at least thirty (30) days prior to the effective date for such leave, and such request shall state the anticipated duration of the leave. Employees may elect to receive two thousand dollars ($2,000.00) in taxable income (i.e., subject to withholding) for adoption expenses in lieu of receiving the paid leave benefit provided under this section. Such payment may be requested upon placement of the child in the employee's home. If the child is already residing in the home, payment may be requested at the time the adoption is finalized.

C) Both Maternity and Parental leaves shall run concurrently with Child Care leave noted in Section 15.10.F.

Leave with Pay:

15.12 Training Leave: A bargaining unit member who is directed by the University to engage in specified training and/or education as a condition of continued employment will be maintained in a regular pay status for the duration of such training. If required training exceeds a 40-hour work week, a bargaining unit member will be paid for all compensable hours beyond the 40-hour work week on an overtime basis according to the provisions of Article 12.

15.13 Testing Leave: Bargaining unit members shall be allowed necessary time off, with pay, to take tests that are required by the University to maintain their bargaining unit positions (e.g., certifications, licenses).

15.14 Administrative Leave: The University may place a bargaining unit member on administrative leave with pay. The University agrees that such action shall not be arbitrary or capricious. Compensation for administrative leave will be equal to the employee's total rate of pay. The length of such leave is solely at the discretion of the appointing authority, but shall not exceed the length of the situation for which the leave was granted.

15.15 Legal Leave: Bargaining unit members will be granted leave with pay to fulfill court or jury duty obligations when subpoenaed by the United States, the State of Ohio, or a political subdivision thereof including hearings held by Worker's Compensation and the State Personnel Board of Review. The subpoena or other written notification verifying the necessity of such leave will be presented to the bargaining unit member's immediate supervisor as soon as possible. The University has the right to adjust work schedules within a department to maintain operations when an employee is on legal leave. A bargaining unit member scheduled to work an afternoon or evening shift may request transfer to day shift during the period of legal leave. The University will grant such requests. A bargaining unit member who is excused from legal leave after having served less than three (3) hours will report to work for the balance of their shift. Any compensation received from a court or other judicial or quasi-judicial body may be kept by the employee. No bargaining unit member will be paid for court appearances related to their personal matters such as traffic violations, divorce proceedings, custody hearings, etc. These absences will be accounted for by the utilization of vacation time, compensatory time, personal days or leave without pay.

Other Leaves:

15.16 Military Leave

A) Eligible bargaining unit members shall be entitled to receive military leave under the federal and Ohio Uniformed Services Employment and Re-employment Rights Act (USERRA) to fulfill duty obligations and to obtain reinstatement after completing such service obligations consistent with applicable law.

B) Employees will be permitted to continue the health benefit coverage during their leaves of absence that would have been in effect had they remained in active status, providing that any applicable employee premium contributions continue to be paid after six months of activation in accordance with Article 3 (Pay) and provided further that any non-self-insured coverage obtained from an outside carrier for which the University and/or the employee pay premiums to that outside carrier permits coverage for persons who are not in active pay status.

15.17 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. Sick leave accrual must be exhausted before taking an unpaid FMLA leave. The University shall administer

FMLA leave in accordance with law.

15.18 Emergency Sick Leave Reserve:

A) **Establishment:**

1. Each bargaining unit employee who has completed their initial hire probationary period may donate a minimum of 16 hours, up to a maximum of 40 hours, of their accumulated sick leave to the Emergency Sick Leave Reserve (ESLR) during the enrollment period. Donating bargaining unit members must have a minimum of eighty (80) hours of accrued leave from all sources only after their initial donation. Enrollment periods will be from October 1 through October 31 of each year. An employee who was not eligible during the enrollment period will have four (4) weeks in which to enroll after completing their probationary period. Participation shall be voluntary. The donated hours are not returnable.

2. For purposes of this policy, the year will run from September 1 through the following August 31.

B) **Operational Procedures:**

1. Use of hours from the ESLR will be limited to those individuals who have donated (and, when necessary as determined by the ESLR Committee, are continuing to donate) to the bank. The ESLR Committee will meet each year between September 15 and September 30 to establish the amount of donation for the forthcoming year. This amount may be less than sixteen hours and may be zero if the ESLR Committee determines that there is sufficient balance in the bank for that year. During the year, the ESLR Committee may declare an emergency and ask bank members to donate an additional amount to keep the bank solvent. Such additional amounts will not count toward the following year's donation. Unused days from one year will be advanced to the next.

2. Use of hours from the ESLR will be limited to medical conditions of a non-routine nature. Use of hours will not be considered in lieu of Child Care Leave, for instance, but could be granted in cases of the inability of the employee to return to work after completion of Child Care Leave due to medical complications after the birth of a child. Hours from the ESLR may be requested for the use of the bank member and/or due to illness/injury of the member's spouse or dependent children, or any other person in the bank member's immediate family, as defined by Section 15.1(C). A physician's statement must accompany the application in order to be considered. The application form and physician's statement are to be forwarded to the Chief Human Resources Officer or their designee. Upon receipt of all information, the ESLR Committee will make a decision within ten (10) working days. Any decision from the ESLR Committee is not grievable.

3. Use of hours from the ESLR will be considered only after the bank member has exhausted all of their accrued vacation time and sick leave.

4. In any two-year period, the maximum number of hours that an eligible mem-

ber may borrow is the number of hours the employee is scheduled to work each pay period not to exceed three months.

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

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

1. The ESLR will be operated on a voluntary basis consistent with state law. A committee shall be formed to administer the ESLR and to provide the information whereby the Chief Human Resources Officer or their designee will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the ESLR, consistent with the terms of the Agreement. This committee will be entitled the "Emergency Sick Leave Reserve Committee" (hereafter the ESLR Committee) and shall be composed of the Chief Human Resources Officer and three (3) members appointed annually as follows:

   a) One member designated by the president of YSU-ACE

   b) One member designated by the Chief Human Resources Officer

   c) A bank member selected by the above members and the Chief Human Resources Officer

2. The ESLR Committee shall, during August of each year, review and amend (if necessary) the bank's rules and regulations. All members and potential members will be notified of any changes before the beginning of the new enrollment period.

3. During September's meeting, the ESLR Committee will choose a chairperson from among its members. The Chairperson will be rotated annually.

4. Should a vacancy occur on the ESLR Committee, a replacement for the vacant position shall be appointed by the authority making the original appointment.

5. The ESLR Committee will be responsible for developing the forms, if any, needed to operate the ESLR.

15.19 Bereavement Leave: Four (4) consecutive scheduled work days of paid bereavement leave will be granted to a bargaining unit member at the total rate of pay upon the death of the employee's spouse, child, parent, legal guardian, sibling or in-laws (mother, father, sister, brother). Two (2) consecutive days of paid bereavement leave will be granted to a bargaining unit member at the total rate of pay upon the death of the employee's grandparent, spouse's grandparent. Should the Bereavement Leave abut any regularly scheduled days off the paid bereavement leave period shall not be extended beyond the two or four day total. 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.

If the death is the employee's aunt or uncle the employee is entitled to one (1) day of bereavement leave at the total rate of pay.

Part-time and Intermittent bargaining unit members will receive bereavement leave with pay for the hours that they are normally scheduled to work pursuant to the limits in the article.

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

15.20 Emergency Service Leave: A bargaining unit member who is an EMT-basic, EMT-I, first responder, paramedic, or volunteer firefighter will receive up to forty (40) hours of leave with pay each calendar year to use during those hours when the employee is absent from work in order to provide emergency medical service or fire-fighting service. In order to be eligible, a bargaining unit member will submit to their supervisor a written notification signed by the chief of the volunteer fire department, or medical director, with which the employee serves. Such paid leave shall be available during the term of this Agreement only to the three most senior eligible bargaining unit members, based upon the University's seniority list, employed on or before August 16, 2011. All other bargaining unit members may be granted such leave without pay or vacation leave not to exceed forty (40) hours each calendar year. The University will waive any notice requirements for using vacation leave for this purpose, provided operational necessity is not impaired.

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

B) "Volunteer firefighter" has the same meaning as in section 146.01 of the Ohio Revised Code.

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

15.22 Emergency Leave:

A) A bargaining unit member who is an essential employee may utilize paid Emergency Leave if able to document their inability to report (e.g. accident, etc.) in the event the University cancels classes, closes the University, or invokes University policy 3356-7-16 Unscheduled leave policy. (Use of such leave is limited to one (1) day per contract year.)

B) In the event that a Level 3 emergency is declared by the governmental entity in which the employee resides, the employee will be granted the use of paid leave or excused leave without pay up to their regularly scheduled hours.

15.23 Personal Leave: Full time bargaining unit employees may convert up to four (4) days of accrued but unused sick leave per fiscal year for personal reasons not necessarily associated with an illness or injury to the employee or an immediate family member.

Part-time bargaining unit employees may convert up to 2 days of accrued by unused sick leave per fiscal year for reasons not necessarily associated with an illness or injury to the employee or immediate family member.

Employees shall provide seven (7) days' notice to the appropriate department head/supervisor for the use of

personal/sick leave conversion days. In the event of a family emergency, unforeseen family obligations, or similar emergency situations, personal/sick leave conversion days may be requested and such requests shall not unreasonably be denied. Personal/sick leave conversion days shall not be scheduled for those days or weeks for which vacation time is not permitted. Bargaining unit employees may utilize personal leave in one-half (1/2) hour increments.

ARTICLE 16
LAYOFF AND RECALL

16.1 Whenever it becomes necessary to lay off (reduce in force) bargaining unit employees, the University will follow the procedures found in RC 124.321 to 124.327 and the provisions of the Ohio Administrative Code (Chapter 123:1-41) that are applicable to state supported universities. The only exceptions are that the parties have agreed to allow for the possibility of a voluntary reduction in force in Section 16.4 and extended recall rights for bargaining unit employees laid off during the term of this Agreement in 16.8. The University will also follow the procedure found in OAC 123:1-41-09 to compute retention points. Bargaining unit employees may be laid off as a result of a reorganization for the efficient operation of the University, as a result of a lack of funds, or as a result of a lack of work.

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

16.3 Individual Notification: Each bargaining unit employee who may be laid off or displaced will be given fourteen (14) days advance written notification by the University. Such written notice must be hand delivered or emailed to the employee at the employee's University email address with a copy to the Union President. The date the letter is hand delivered or emailed shall be the first day of the fourteen (14) day period provided that the notification is hand delivered or emailed. If the aforementioned efforts are taken to notify the employee, such notice shall be considered complete regardless of whether the employee actually receives the notice.

16.4 Voluntary Reduction in Force: When the University determines to reduce the work force, other employees within the affected classifications may volunteer, in writing, to be reduced in force (laid off) without consideration of retention points. If granted by the University, the Office of Human Resources shall report to the Ohio Department of Job and Family Services that it has "laid off" the employee and shall not contest the employee's eligibility for unemployment compensation. Nothing in this section shall be construed to constitute a waiver of such employee's recall rights unless the employee voluntarily waives such recall rights in writing. The ability to volunteer to be reduced in force may be exercised during the fourteen (14) day notice period referenced in Section 16.3 above. The fourteen (14) day notice requirement of reduction in force shall be waived for employees granted voluntary reduction in force.

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

A) Probationary Part-time Bargaining Unit Employees in the affected classification(s) who have not completed their probationary period or six (6) months of continuous service in the position, whichever is longer.

B) Permanent Part-time Bargaining Unit Employees in the affected classification(s) who

have completed their probationary period or six (6) months of continuous service in the position, whichever is longer.

C) Probationary Full-time Bargaining Unit Employees in the affected classification(s) who have not completed their probationary period or six (6) months of continuous service in the position, whichever is longer.

D) Permanent Full-time Bargaining Unit Employees in the affected classification(s) who have completed their probationary period or six (6) months of continuous service in the position, whichever is longer.

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

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

16.5 Recall Rights: Employees who are laid off or displaced during the term of this collective bargaining agreement shall remain on the appropriate recall list for the classification from which they were laid off for two (2) years.

ARTICLE 17 VACATION

17.1 Each full-time and part-time 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 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 prior service.

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

Length of University Service	**Hours Earned per 80 Hour Pay Period**	**Annual Amount per 2080 hours**
Less than 6 months	None	None
6 months but less than 7 years	3.1 hours	80 hours
7 years but less than 13 years	4.6 hours	120 hours
13 years but less than 22 years	6.2 hours	160 hours
22 years or more	7.7 hours	200 hours

Vacation will be earned on a prorated basis for part-time employees.

Newly hired members of the bargaining unit do not earn and may not take vacation during their first six months of service at YSU. On the six-month anniversary of employment, a full-time employee shall be credited with forty (40) hours of accrued vacation, and on the first anniversary of employment a full-time employee shall be credited with an additional forty (40) hours of accrued vacation, to be taken in accordance with the provisions of

this article. Vacation is accrued each pay period per the schedule noted above. Prior YSU service will be recognized for placement on the accrual schedule. In no case will an employee be permitted to use vacation while on an initial/original probationary period. Members of the bargaining unit who are employed at the University with a record of one (1) year or more of prior YSU service that counts for vacation accrual immediately begin to earn vacation based upon length of prior YSU service; such vacation may be taken after the employee completes their initial/original probationary period, in accordance with the provisions of this article. An employee must be in active pay status at least 80 hours in a pay period in order to accrue the total designated vacation hours for that pay period. Vacation leave may accumulate to a maximum of that earned in two (2) years of service. Vacation in excess of this maximum is eliminated from the bargaining unit member's vacation leave balance. Bargaining unit members shall be subject to the rules and conditions under Section 17.9 of this Article for cash payout upon reaching the maximum amount allowed. Each member of the bargaining unit will receive a report of their vacation balance and maximum permitted amount of accrued vacation each pay period.

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

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

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

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

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

17.5 Bargaining unit members going on vacation should submit a signed "Request for Leave" form two (2) weeks prior to the beginning of the vacation period. When a bargaining unit member is requesting vacation not previously approved, the University will make a good faith effort to approve the request. In no circumstance will a response for vacation request be denied after five (5) working days of receipt of such request by the employee's supervisor. If the response is not given within five (5) working days, such vacation request shall be granted.

17.6 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, up to four (4) days of vacation may be converted to bereavement leave in accordance with Section 15.19, provided the University may require documentation of the death in the family and the bargaining unit member's attendance at the funeral.

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

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

17.9 Upon separation of employment, payment for accrued but unused vacation leave shall be made at the member's rate of pay at the time of separation, subject to the accrual and maximum accumulation limits stated in this article and up to a maximum accumulation of two (2) years and provided the member had at least one (1) year of continuous service with the University.

17.10 In the event of a bargaining unit member's death, any earned but unused vacation for which the member was eligible to be compensated up to a maximum accumulation of two (2) years will be paid at the rate of pay at the time of death to the next of kin or the estate of the deceased member.

ARTICLE 18 HEALTH AND SAFETY

18.1 The parties agree that it is the goal of the University and the Union that the University be a place in which bargaining unit members enjoy a safe and healthful environment. To accomplish this, the University will endeavor to assure compliance with all federal, state, and local statutes pertaining to health, safety, and the environment. The University shall make available to the Union a copy of all final reports relating to health or safety reviews conducted by state or federal agencies. Both parties recognize that it will be the University's responsibility to provide all bargaining unit members the necessary training, equipment, and written procedures to conduct their job in a safe and healthful manner. Both parties also recognize that it will be the bargaining unit member's responsibility to follow University health and safety policies which may include the wearing of personal protective equipment and the mandatory attendance of training seminars. It is understood that all mandatory training will be offered in accordance with Section 15.12 of this Agreement. It is further recognized that any violation of University safety policies by bargaining unit members may result in disciplinary action by the University.

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

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

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

mittee meetings.

18.3 If a bargaining unit member feels that they have been assigned to work under unsafe or unhealthful conditions, 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.

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

18.5 All recommendations of the Safety Committee shall be responded to by the Director of Environmental and Occupational Health and Safety or 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.

18.6 The University retains the right to regulate smoking in all University facilities in order to promote the parties' goal of a safe and healthful workplace. Issues relating to smoking will be subject to the University's policy 3356-4-01 Smoke and tobacco free environment.

ARTICLE 19 NON-DISCRIMINATION

19.1 Both the University and the Union recognize their respective responsibilities for non-discrimination under federal and state constitutions, codes, and statutes. Therefore, both parties hereby reaffirm their legal and moral commitments not to discriminate unlawfully in any manner because of race, color, religion, national origin, gender, age, marital status, sexual orientation, disability, employee organization, veteran status or political organization in accordance with University policy 3356-2-03 Discrimination/Harassment. The University and the Union agree to cooperate in efforts to comply with the Americans with Disabilities Act of 1990 (ADA), as amended.

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

A. To be a member of a union or employee organization;

B. To not be a member of a union or employee organization;

C. To provide support to a union or employee organization;

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

19.3 Prohibition Against Unlawful Harassment: The University and the Union mutually recognize the deleterious effect that sexual harassment or other unlawful harassment has on the University's educational and

professional environment. The University and the Union are committed to maintaining a University environment free of unlawful sexual harassment or unlawful harassment based on race, color, religion, sex, age, sexual orientation, national origin, disability, veteran status or political organization in accordance with University policy 3356-2-03 Discrimination/Harassment.

19.4 The parties agree that our society presently offers various sources of relief to persons found to have been victims of discrimination, such as the Ohio Civil Rights Commission and the Equal Employment Opportunity Commission. The parties further agree that any individual who believes that they have been unlawfully discriminated against, in violation of the provisions of this article, shall proceed to file a complaint with Equal Opportunity, Policy Development & Title IX, or with other appropriate agency(ies), and that such complaints are not grievable.

19.5 Employees with questions, concerns, or complaints regarding discrimination should contact the University Office of Equal Opportunity, Policy Development & Title IX at https://ysu.edu/equal-opportunity-and-policy-development/equal-opportunity-and-policy-development-title-ix. Other resources include the State Employee Relations Board (serb.ohio.gov) the Ohio Civil Rights Commission (crc.ohio.gov); and the Equal Opportunity Commission (www.eeoc.gov).

ARTICLE 20 CLASSIFICATIONS AND POSITION AUDITS

20.1.1 Definitions:

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

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

20.2 Exclusion/Inclusion Disputes: If at any time a dispute exists over the determination that positions are to be excluded from the bargaining unit, either party may petition the State Employment Relations Board (SERB) for a final binding determination. This provision shall be in compliance with Sections 2.2 and 2.3.

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

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

20.3 Position Audit: A member of the bargaining unit may request an audit of the classification of their position

by submitting a completed Position Audit packet provided by the University. The Position Audit packet shall require the signature of the bargaining unit member. Absent unusual circumstances, the Chief Human Resources Officer or their designee will inform the bargaining unit member, in writing, of the results of the audit within 110 calendar days after receipt of the Position Audit packet if an on-site audit is not required, or within 130 calendar days after receipt of the Position Audit packet if an on-site audit is required. If unusual circumstances arise which prevent the completion of a position audit within these time limits, the University will provide the bargaining unit member and the Union President with a written explanation of the circumstances prior to the above deadline, and the deadline for completion of the audit will be extended to 145 calendar days after receipt of the bargaining unit member's completed Position Audit packet. In the event the position audit determines that the bargaining unit member's position is to be reclassified, the effective date of the reclassification shall be no later than the beginning of the pay period immediately following the receipt of the completed Position Audit packet (see Article 3.3 A) for rate of reclassification).

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

20.4 If the results of a position audit determine that a portion of the bargaining unit member's duties do not fall within the bargaining unit member's position classification, the University shall correct the situation, either by reclassifying the bargaining unit member or by ceasing to assign the bargaining unit member that portion of their duties which do not properly fall within the bargaining unit member's position classification. If the University ceases to assign the bargaining unit member that portion of their duties which do not properly fall within the position classification, the University will notify the bargaining unit member and their immediate supervisor of the decision in writing identifying those duties which are to be removed. The University will compensate the employee for performing the duties which are deemed to be out of their classification from the beginning of the pay period immediately following the receipt of the completed Position Audit packet to the time the employee is notified that they should no longer perform the duties which are deemed to be out of their classification.

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

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

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

20.8 Working Out of Classification:

A. In the instance where a bargaining unit member is temporarily assigned to a higher classification, they will receive a pay rate adjustment if they work in the higher classification for a continuous period of two (2) weeks or more. The pay adjustment will increase the employee's hourly rate of pay by ten percent (10%) or to the starting rate of pay for the higher classification, whichever is greater. The parties agree employees shall normally not be "temporarily assigned" for more than one hundred twenty (120) days in any twelve (12) month period, unless the parties mutually agree to a longer assignment. However, in a situation where a bargaining unit member is "temporarily assigned" to a higher classification due to illness, injury or some other approved leave of absence of another bargaining unit employee, the temporary assignment will last for the duration of the approved leave of absence.

B. It is understood by the parties that if an assignment involves the bargaining unit member being assigned job duties that have a lower pay rate than their regular job classification, the bargaining unit member will be paid wages they earn in their regular job classification.

C. In the instance where the bargaining unit member is assigned job duties, in accordance with Section 20.8 (A), on a continuous or permanent basis, and these job duties are of a higher classification, the University and the Union may mutually agree to permanently reclassify the bargaining unit member to the higher classification. Pay rates for reclassifications are addressed in Article 3.3 (A).

D. When a bargaining unit member is assigned a higher classification, in accordance with 20.8 (A) or 20.8 (B), the University shall provide the directive/assignment to the bargaining unit member in writing before the work commences.

E. Allegations of procedural impropriety should be immediately reported to Human Resources.

20.9 The parties agree that position classifications will be assigned and reviewed and the classification plan maintained by the Chief Human Resources Officer who is authorized to modify, rescind and amend the Classification Plan, as appropriate and necessary in accordance with Board Resolution YR 2018-65 and any applicable provisions of ORC and OAC 124. Any bargaining unit member whose position is reviewed and/or reclassified retains the right to appeal the classification decision to the State Personnel Board of Review. The University will advise each bargaining unit member of their right to seek such review as part of the notification of the classification decision. (See Section 15.15, Legal Leave.) Questions concerning position classification are not subject to the grievance procedure established in Article 9 ("Grievance Procedure").

ARTICLE 21 RETIREMENT/RESIGNATION

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

21.2 Retirement Benefits: Bargaining unit members who retire with ten (10) or more years of University service are eligible for the benefits as are referenced in University policy 3356-7-17 Retiree privileges and emeritus status.

21.3 A bargaining unit member who retires will be entitled to a Bookstore discount for an unlimited period of time.

21.4 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.

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

21.6 Sick Leave Conversion: A bargaining unit member who separates and retires from the Ohio Public Employees Retirement System (OPERS) with ten (10) or more years of University service is entitled to convert to cash payment part of their accrued but unused sick leave. Payment is based upon the bargaining unit member's hourly rate of pay immediately prior to retirement.

An employee retiring under an alternative retirement plan (ARP) must meet the same criteria as an employee retiring under OPERS.

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 a bargaining unit member's record upon sick leave conversion. Such payment shall be made only once to an individual. Sick leave conversion does not apply to any separation or termination other than retirement. "Retirement" as used in this section refers to retirement under the provisions of one of the Ohio public retirement systems at the time of separation and requested sick leave conversion.

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

ARTICLE 22 INSURANCE BENEFITS

22.1 Summary of Coverage:

A. **Eligibility:** All group insurance benefits provided in this Agreement and described in the health, dental, and life insurance booklets shall be available to the following eligible employees and their dependents except as expressly identified within this Agreement: all permanent full-time bargaining unit members and permanent part-time bargaining unit members holding a position with a full-time equivalency (FTE) of not less than .50. 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 D 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 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/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 Resource Benefit Manager immediately (and not later than thirty (30) 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.

3. Every bargaining unit member whose spouse participates in the University's group medical and/or prescription drug insurance coverage shall complete and submit to the University's Human Resource Benefit Manager, 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.

4. If a bargaining unit member submits false material information or fails to timely advise the Human Resources Benefits Manager of a change in the eligibility of the employee's spouse for Employer Coverage within thirty (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 (30) 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.

5. The details of the working spouse limitations and coordination of benefits requirements are available on the Human Resources Office website.

6. 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 coverage, or to select individual coverage and for each to pay the single salary share of the premium.

7. If one spouse works for YSU and the other does not, their dependent children may 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.

8. An employee may opt out of health insurance benefits (medical, prescription drug, dental and/or vision coverage.

D. **Coverage Levels, Additional Plans, and Additional Coverage Features:** The University will offer a plan with equal to or greater coverage as the Preferred Provider Organization Plan as detailed in Appendix D. The University may implement any other changes recommended by the Health Care Advisory Committee and approved in accordance with Section 22.6. Such changes subject to the recommendation of the Health Care Advisory Committee shall include, but not be limited to, adding or removing additional health care plans or altering any benefits associated with them, such as the terms of a University-administered Health Savings Account (HSA).

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 health-care 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.

22.2 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 D or such lesser percentage that the University charges to any other employees, for medical, dental, vision and prescription drug benefits:

> Continuing through June 30, 2024, employees will contribute via payroll deduction 18% of the cost of Employee Only, Employee plus One dependent, and Family (Employee plus two or more dependents) of the full premium for fully insured components, or for self-insured components, the established fully insured equivalent rate or such calculation as detailed in the Appendix D . Effective July 1, 2024 and continuing through June 30, 2025, employees will contribute via payroll deduction 19% of the cost of Employee Only, Employee plus One Dependent, and Family (Employee plus two or more dependents) of the full premium for fully insured components, or for self-insured components, the established full insured equivalent rate or such calculation as detailed in Appendix D. Effective July 1, 2025, and thereafter, employees will contribute via payroll deduction 20% of the cost of Employee Only, Employee plus One dependent, and Family (Employee plus two or more dependents) of the full premium for fully insured components, or for self-insured components, the established fully insured equivalent rate or such calculation as detailed in Appendix D.

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

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

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

22.5 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.

22.6 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.

22.7 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 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.

22.8 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.

22.9 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.

22.10 COBRA Rights: If a bargaining unit employee separates their employment or is separated 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.

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

22.12 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 23 UNION FINANCIAL SECURITY

23.1 The University will provide payroll deduction of initiation fees, membership dues, and assessments of members of the Union who belong to the bargaining unit and submit a completed "OEA/NEA Membership Enrollment Form" to the University. Dues shall be deducted from each paycheck.

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

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

23.4 Fair Share Fee:

A. This section is null and void as a matter of law based on the Supreme Court decision in Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al., 138 S. Ct. 2448 (2018) and will not be implemented. The parties agree if the law shall be changed to permit the levy of fair share fees, the following language be implemented: "Members of the bargaining unit are required, as a condition of employment, either to be members of the Union and its affiliates, or to pay a fair share fee not to exceed the Union membership dues. The Union shall notify the University annually as to the amount of the fair share fee. The University shall deduct the amount of fair share fee over the period of January through August in equal amounts from each paycheck."

B. Consistent with the current state of the law, bargaining unit members are no longer required to pay fair share fees. To the extent they want to pay fair share fees, bargaining unit members may voluntarily sign the appropriate paperwork which will be transmitted to the University by the Union.

23.5 Individuals who are appointed to a position in the bargaining unit after the first pay period in September shall be required to pay full membership dues. The University shall arrange for payment of dues in equal installments through payroll deduction to secure full payment by the bargaining unit member by August 31.

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

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

23.8 The University will promptly forward the dues to the officer designated in writing by the Union. The University will levy no charge upon the Union for administering the payroll deduction.

23.9 Indemnification Agreement: The Union agrees that it shall indemnify and hold harmless the University, its officers, trustees, bargaining unit members or agents, against all claims, demands, causes of action, awards, costs, expenses, attorney fees and any and all other damages arising or resulting from, by reason of, or touching upon the University's agreement to the provisions of Article 23 and the University's actions and conduct with respect to those provisions. The University agrees that its counsel shall give full and complete cooperation to the Union and its counsel at all levels of any legal proceeding relating to Article 23.

ARTICLE 24 NO STRIKE/NO LOCKOUT

In accordance with the provisions of ORC 4117, the Union, on behalf of its officers, agents, and members agree that so long as this Agreement, or any written extension hereof, is in effect, there shall be no strikes, or unlawful interference with the operation of the University. The University agrees that there shall be no lockout during the term of the Agreement or any written extension hereof. The provisions of this section shall be in full effect in the event a strike is called involving any other bargaining unit on the YSU campus during the term of this Agreement.

ARTICLE 25 SUBCONTRACTING

25.1 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 4.

25.2 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.

25.3 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 ten (10) working days of notice from the University, the Union shall be given, upon request, the opportunity to meet with the University and discuss what options or alternatives may be available to maintain the work in the bargaining unit. The meeting shall take place within five (5) working days of the Union's request, unless otherwise agreed by the parties. Within ten (10) working days of the parties' meeting, the Union may provide alternatives to the University's intended action for its consideration. The University will give serious consideration to the Union's alternative solution in reviewing its intended action.

25.4 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.

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

25.6 The University may utilize the procedures contained in Sections 25.2-25.5 for a maximum of twenty-five (25) positions for the life of this Agreement that will result in employee layoffs.

25.7 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.

25.8 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 26 SEPARABILITY

26.1 The parties intend that this Agreement shall in all respects be construed and applied in a manner consistent with applicable statutes and court decisions of competent jurisdiction and regulations properly enacted thereunder. In the event any provision of this Agreement is affirmatively determined by appropriate authority to be contrary to any such statute or regulation, such provision alone shall become thenceforth invalid and of no effect, consistent with such determination, but the remainder of this Agreement shall not thereby be deemed illegal or unenforceable. The parties agree to meet within one (1) week to discuss any decision which renders any portion of this Agreement null and void and may revise those provisions rendered invalid. In the event the parties are in disagreement on the application and effect of such court decision on the Agreement, either party may institute prompt legal action seeking a judicial determination of decisional effect.

26.2 The parties further agree that they shall cooperate fully with each other in seeking an expeditious resolution of any such decision through litigation, in the event that either party or both parties disagree with the decision. The parties agree that, should a court decision overturn any decision that a portion of the Agreement is illegal, the parties shall accept the ruling of the court of law. However, each party shall reserve the right to file an ap-

peal to a higher court and may seek to have the ruling set aside until the issue under appeal is decided.

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

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

ARTICLE 27 MISCELLANEOUS

27.1 Travel Reimbursement: Bargaining unit members performing assigned and authorized University duties off campus shall be reimbursed according to the approved travel policies in the official YSU travel policy and guidelines.

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

27.3 Tuition Remission: 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" for the purpose of tuition remission are the biological children, legally adopted children, or step-children of a bargaining unit employee or children for which the employee has been granted a legal guardianship. Children shall be eligible for remission to the end of the academic year in which they reach age twenty-five (25). Bargaining unit employees must provide any information requested by the University such as copies of marriage licenses, birth certificates, legal guardianship and certificates of adoption to assist the University in determining that the child or spouse is eligible for tuition remission. Bargaining unit employees must also properly complete the University's application/affidavit in order to receive tuition remission. Bargaining unit members shall receive remission of instructional and general fees at YSU, including out-of-state fees where applicable, for up to eighteen (18) semester hours per academic year and six (6) semester hours each summer. Remission of the general fee shall be granted to members of the bargaining unit only. Bargaining unit members who retire during the term of this Agreement shall continue to be eligible for the fee remission described above, and their children and spouse shall continue to be eligible for remission of instructional fees. Children of an employee who dies are eligible for fee remission of instructional and general fees until the end of the academic year during which they reach age twenty-five (25). However, a step-child of an employee who dies is only eligible for fee remission as long as the surviving spouse of the deceased employee remains unmarried. A surviving spouse of a deceased employee is eligible for fee remission as long as they remain unmarried. Effective Fall Semester 2024, 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.

27.4 Discounts: Members of the bargaining unit shall receive a discount of twenty percent (20%) on all purchases in excess of five dollars ($5.00) made on items sold by the University Bookstore. This discount shall be

available only for goods purchased by the bargaining unit member for their personal use or for the personal use of their immediate families. Abuse of this privilege shall be grounds for suspension of the individual bargaining unit member's privilege. Members of the bargaining unit shall be entitled to a fifty percent (50%) discount on all University Theatre tickets and a fifty percent (50%) discount will be made available for all home regular season athletic competitions competed in by YSU, unless hosted by an outside entity, for the use of the bargaining unit member or their immediate families.

27.5 Staff Development: In order to afford bargaining unit members the advantage of staff development opportunities, and upon the submission of a proper application (Appendix F), approval by the immediate supervisor and approval by the signature authority for the funding source, the University will encourage professional development opportunities. The University agrees to pay an amount not to exceed three hundred dollars ($300.00) each fiscal year for any full-time employee whose request for staff development is approved in accordance with this section.

27.6 Lounges: In each major building on campus there shall be an area in which employees may lounge. Reasonable walking time (2-3 minutes) each way shall be provided to bargaining unit members at lunch when they are assigned to campus buildings without lounge areas.

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

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

27.8 Parking: Beginning with the pay period that all University employees begin to pay for parking, the following fee scale will be implemented: During the first year, bargaining unit members will pay up to a maximum fee of 1/3 of the student rate for parking for an annual permit. During the second year, bargaining unit members will pay up to a maximum fee of 2/3 of the student rate for parking for an annual permit. During the third year, bargaining unit members will pay up to a maximum fee that equals the full student rate for parking for an annual permit. Bargaining unit members will not pay more than other University employees. Payment will be made through payroll deduction each pay period. The University will continue its current practice regarding parking permits for the Union's Labor Consultant for the duration of this agreement.

27.9 Payroll Deductions: Upon proper individual authorization, the Administration shall administer the following payroll deductions:

A) Union dues;
B) Up to two tax-exempt charitable organizations;
C) Tax-sheltered annuities; Individual Retirement Accounts (IRAs) and IRS approved 403(b) and/or 457(b) programs;
D) Contributions to the Ohio Education Association Political Action Committee or the Ohio Education Association Fund for Children and Public Education;
E) The YSU Foundation;
F) Internal Revenue Code (IRC) Section 125 plan;
G) Service Credit Purchases (OPERS, SERS, STRS or any other applicable retirement system);
H) Voluntary Short-Term Disability Coverage and Voluntary Life Insurance Coverage;
I) University parking;
J) Health Insurance Cost Sharing Premium.

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

27.11 Part-Time Teaching: A member of the bargaining unit may, with the prior approval of their department head, engage in part-time teaching service during their normal work hours in accordance with University Policy 3356-10-12 Teaching by Staff. A member of the bargaining unit may be approved to engage in part-time teaching before or after their respective work shift or during their unpaid lunch.

27.12 Awards: The University shall maintain a designated area of the website for the purpose of displaying both individual and joint awards for exemplary performance.

27.13 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 and shall be charged fees assessed by the Andrews Recreation and Wellness Center in accordance with Board of Trustees approval.

ARTICLE 28 INTERMITTENT EMPLOYEES

28.1 An employee who is in active pay status for less than one thousand (1000) hours during any contract year with the University shall be considered an intermittent employee and will not be a member of the bargaining unit.

28.2 The working of an intermittent employee for 1,000 or more hours in a contract year will not entitle an employee to permanent part-time bargaining unit status or intermittent bargaining unit status. However, once during a contract year in which an intermittent employee has worked 1,000 or more hours, an intermittent employee may request from the Chief Human Resources Officer that their position be made permanent part-time. If the request is denied, the intermittent employee will not be scheduled for the remainder of the contract year.

28.3 Employees who are intermittent bargaining unit employees as of the date of the ratification of this 2023-2026 Agreement will remain intermittent bargaining unit employees and their employment shall be governed by the terms of the 2020-2023 Agreement as long as they remain in their current positions.

ARTICLE 29 SENIORITY

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

A. University Seniority: This is a bargaining unit member's total service with the University. University-wide seniority shall be applied in determining vacation sign-up and in the filling

of vacant positions (as defined elsewhere in this Agreement).

B. College or Non-Academic Division Seniority by Classification: This is a bargaining unit member's total service in a specific classification within a specific College or Non-Academic Division. The bargaining unit member who has the greatest seniority by classification within a College or Non-Academic Division has seniority rights over other bargaining unit members in that classification within that College or Non-Academic Division for all purposes except for those mentioned in Section 29.1.A and Article 16 ("Layoff and Recall").

C. Tie Breaker: The parties agree to utilize the following procedure if two or more members of the bargaining unit hold the same position within the same College or Non-Academic Division and have the identical seniority dates:

1. If two or more bargaining unit members have the same amount of time in a particular classification, the first tiebreaker is the date of continuous University service. Continuous service is that service unbroken by a resignation or termination from the University.

2. In the event that a tie is not broken by the foregoing procedure, the second tiebreaker shall be the uninterrupted service of an employee with a state agency, a county office, or a state-supported college or university where no break in service occurs.

3. In the event a tie is not broken by either of the foregoing procedures, the third tiebreaker shall be the last four (4) digits of the Social Security Number, in ascending order with the lowest number prevailing (i.e. 0001, 0002, 0003, 0004 – 0001 Prevails).

29.2 A bargaining unit member's University and College or Non-Academic Division Seniority by Classification will continue uninterrupted when activated to military leave as defined in Article 15. Such bargaining unit member will continue to accrue seniority as if they were in active pay status.

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

29.4 A bargaining unit member's University and College or Non-academic Division seniority shall terminate if a bargaining unit member:

A. Quits or resigns.

B. Is discharged for cause.

C. Fails to report to work as scheduled after leave of absence or layoff, without notifying the University.

29.5 Bargaining unit members' College or Non-Academic Division and University seniority lists shall be maintained by the University and upon written request shall be furnished to the Union.

ARTICLE 30 TERM OF AGREEMENT

30.1 This Agreement shall commence at 12:01 a.m. on August 16, 2023, and remain in effect until 11:59 p.m.

on August 15, 2026.

30.2 On or before April 18, 2026, either party may notify the other that it desires to renew or modify the Agreement. In this event, the parties will meet no later than May 1, 2026, to commence negotiations.

ARTICLE 31 STUDENT EMPLOYEES

31.1 The Union acknowledges the right and responsibility of the University, as stated in its mission statement, to employ students. In doing so the University agrees not to abuse this right, including employing students to perform duties which have been or are only and/or exclusively performed by bargaining unit members. When possible, student employees shall be functionally supervised by a bargaining unit member(s) while performing duties related to bargaining unit work. No student employee shall supervise the work of a bargaining unit member(s). Furthermore, the University agrees that it will not eliminate bargaining unit positions in the exercise of this right.

31.2 The University shall not use student employees to replace bargaining unit members. The parties recognize that there are duties which are performed by both bargaining unit members and students. During times of unfilled vacancies, bargaining unit member responsibilities that are the same as those described in the student position descriptions may be temporarily assigned to a student employee within the area of the vacancy.

ARTICLE 32 INTELLECTUAL PROPERTY RIGHTS

The rights to intellectual property between any member of the bargaining unit and the University shall be governed by the applicable provisions of state and federal law. Works created pursuant to and within the duties and responsibilities of employment with the University are owned by the University.

SIDE LETTER OF AGREEMENT
2023-2026 Agreement between
Youngstown State University
and
Association of Classified Employees (ACE)

Article 16 Layoff and Recall; Article 29 Seniority

The parties agree to form a joint committee to explore the possibility of eliminating retention points and create a new system of seniority for ACE members. The committee will consist of 6 members (3 from Administration and 3 from ACE).

The joint committee's responsibilities shall be as follows:

- Determine a definition of University Seniority. For example, does University include full-time service, part-time service, intermittent service or any combination of service?
- Once there is an agreed upon definition of University Seniority, the joint committee will determine each member's University Seniority.
- Enter into a Letter of Understanding and as needed, revise the language of Articles 16 and 29.

The joint committee shall be required to conduct its first meeting no later than thirty (30) days after ratification by both parties of the 2023-26 collective bargaining agreement and to conclude its efforts no later than August 1, 2024. Article 16 and Article 29 will remain current contract language until the parties reach agreement.

The parties agree that there are no collateral or side agreements, promises or undertakings related to this side letter of agreement other than those expressly and specifically stated herein.

For the Association of Classified Employees:

Melanie L. Leonard

Melanie Leonard

Date: 9/7/23

For Youngstown State University:

K M J

Kevin Kralj

Date: 9.7.23

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized agents and officers, have affixed their signature on this 31st day of OCTOBER, 2023.

FOR THE YOUNGSTOWN STATE UNIVERSITY ASSOCIATION OF CLASSIFIED EMPLOYEES (ACE)

Melanie L. Leonard

Melanie Leonard, President
& Chief Negotiator

Herman Pipe, Labor Relations Consultant

FOR THE YOUNGSTOWN STATE UNIVERSITY

Helen Lafferty

Helen Lafferty, President

K M.

Kevin M. Kralj, Director of Labor & Employee Relations & Chief Negotiator

Bargaining Team

Phillip Bogunia
Lisa Devore
Steve Katros
Connie Kolarik
Paul Trimacco

Bargaining Team

Seth Briskin
Holly Jacobs
Jennifer Lewis-Aey
John Hyden

EXHIBIT 1

Job Title	2023-2026 Starting Hourly Rate
Academic-Business Operations Specialist 1	$15.50
Academic-Business Operations Specialist 2	$17.00
Academic-Business Operations Specialist 3	$19.00
Account Clerk	$14.00
Accountant/ Examiner 1	$13.76
Accountant/ Examiner 2	$15.75
Accountant/ Examiner 3	$17.53
Air Quality Technician	$18.57
Archives and Records Management Specialist	$20.68
Audio Visual Production Specialist	$20.50
Automotive Mechanic 1	$14.85
Automotive Mechanic 2	$18.21
Automotive Mechanic 3	$19.77
Benefits Management Analyst	$15.61
Blueprint and Customer Service Specialist*	$15.00
Boiler Technician	$26.36
Building Maintenance Supervisor	$24.78
Carpenter 1	$19.00
Carpenter 2	$22.61
Carpenter 3	$26.36
Cashier	$10.10
Clerk	$13.25
Custodial Technician 1	$10.10
Custodial Technician 2	$14.25
Custodial Technician 3	$15.38
Customer Service Assistant 1	$11.88
Customer Service Assistant 2	$13.21
Customer Service Assistant 3	$15.37
Data Administration Specialist 1	$17.99
Data Administration Specialist 2	$22.23

EXHIBIT 1

Job Title	2023-2026 Starting Hourly Rate
Data Reporting Analyst	$20.82
Data Security Analyst	$20.50
Delivery and Mail Clerk	$10.39
Electrician	$22.21
Electronic Technician	$19.87
Environmental Scientist	$16.05
Financial Aid Loan Specialist 1	$14.20
Financial Aid Loan Specialist 2	$17.53
Groundskeeper 1	$14.54
Groundskeeper 2	$15.28
Groundskeeper 3	$17.53
Hybrid Machine Operator*	$33.00
Information Security Technician 1	$22.08
Information Security Technician 2	$23.43
Laboratory Animal Technician	$12.60
Laboratory Machinist	$18.12
Layout Design Artist	$16.85
Layout Design Senior Artist	$18.06
Legal Secretary	$15.00
Librarian (non-degreed)	$16.26
Librarian Technical Services	$20.61
Library Assistant	$14.62
Locksmith	$20.16
Maintenance Repair Worker 1	$15.75
Maintenance Repair Worker 2	$19.54
Maintenance Repair Worker 3	$21.24
Marketing & Creative Services Specialist	$15.28
Mover	$15.75
Multimedia Specialist*	$15.00
Museum Specialist	$13.76
Office Administrator Workforce Training*	$21.74
Parking Facility Attendant	$12.28
Parking Facility Supervisor	$15.38

EXHIBIT 1

Job Title	2023-2026 Starting Hourly Rate
Payroll Specialist	$16.24
Planetarium Engineer/Show Producer	$21.74
Plumber	$19.00
Print Assistant	$13.63
Print Specialist	$16.65
Purchasing Coordinator	$17.64
Purchasing Systems and Contracts Specialist	$21.74
Records Management Officer	$15.75
Records Technician 1	$14.71
Records Technician 2	$17.19
Records Technician 3	$20.82
Recreation/Athletic Facility Specialist	$12.74
Residence Hall Monitor	$14.85
Senior Office Administrator*	$23.64
Service Desk Technician	$16.44
Software Integration Analyst 1	$29.41
Software Integration Analyst 2	$33.00
STEM Laboratory Specialist 1	$22.61
STEM Laboratory Specialist 2	$27.57
Student Employment Specialist	$15.98
Student Services Counselor	$13.76
Systems Technician 1	$22.08
Systems Technician 2	$23.43
Technology Support Technician 1	$22.08
Technology Support Technician 2	$23.43
Theater Production Assistant	$10.86
Travel Clerk	$14.00
Travel Specialist	$19.34
Video Production Specialist	$17.19
Web Programmer	$26.36

APPENDIX A CLASSIFICATIONS OF POSITIONS INCLUDED IN THE BARGAINING UNIT

Academic/Business Operations Specialist 1, 2 and 3
Account Clerk Accountant/Examiner 1, 2 and 3
Air Quality Technician
Archives and Records Management Specialist
Audio Visual Production Specialist
Automotive Mechanic 1, 2 and 3
Benefits Management Analyst
Boiler Technician
Building Maintenance Supervisor
Carpenter 1, 2 and 3
Cashier
Clerk
Custodial Technician 1, 2 and 3
Customer Service Assistant 1, 2 and 3
Data Administration Specialist 1 and 2
Data Reporting Analyst
Data Security Analyst
Delivery Worker and Mail Clerk
Electrician
Electronic Technician
Environmental Scientist
Financial Aid Loan Specialist 1 and 2
Groundskeeper 1, 2 and 3
Information Security Technician 1 and 2
Laboratory Animal Technician
Laboratory Machinist
Layout Design Artist
Layout Design Senior Artist
Legal Secretary
Librarian (non-degreed)
Librarian Technical Services
Library Assistant
Locksmith
Maintenance Repair Worker 1, 2 and 3
Marketing and Creative Services Specialist
Mover
Museum Specialist
Parking Facility Attendant
Parking Facility Supervisor
Payroll Specialist
Planetarium Engineer/Show Producer
Plumber
Print Assistant
Print Specialist
Purchasing Coordinator
Purchasing Systems and Contracts Specialist
Records Management Officer
Records Technician 1, 2 and 3
Recreation/Athletic Facility Specialist
Residence Hall Monitor
Service Desk Technician
Software Integration Analyst 1 and 2
STEM Laboratory Specialist 1 and 2
Student Employment Specialist
Student Services Counselor
Systems Technician 1 and 2
Technology Support Technician 1 and 2
Theater Production Assistant
Travel Clerk
Travel Specialist
Video Production Specialist
Web Programmer”

APPENDIX B CLASSIFICATIONS OF POSITIONS EXCLUDED FROM THE BARGAINING UNIT

Classification	Department
Academic/Business Operations Specialist 4	Various
Administrative Assistant 2	Parking Services
Administrative Assistant 2	Office of the General Counsel
Administrative Operations Specialist	Community Engagement
Building Construction Superintendent	Facilities Maintenance
Groundskeeper Supervisor	Grounds
Human Resources Generalist	Human Resources
Hybrid Machine Operator	Excellence Training Center
Office Administrator	Human Resources
Office Administrator-Workforce Training	Excellence Training Center
Power Plant Energy Management Supervisor	Central Utility Plant & Dist.
Print Supervisor	Printing Services
Receiving and Distribution Supervisor	Delivery Services
Senior Office Administrator	Excellence Training Center
Student Loan Supervisor	Financial Aid & Scholarships

APPENDIX C GRIEVANCE FORM

_____*

Date Filed:_____

_____
Filed through YSU-ACE
Grievance Committee

_____
Filed independently of YSU-ACE

Name of Grievant: _____

Department: _____

Home Address: _____

Date Cause of Grievance Occurred: _____

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

Section of Agreement to Have Been Violated:

Remedy Sought:

Grievant's Signature Date

cc: Grievant
YSU-ACE
Department Head
Chief Human Resources Officer
Director of Labor and Employee Relations Dean/Executive Director

**Prior to the filing of a grievance, a grievance number must be secured from the Office of the Chief Human Resources Officer or their designee*

APPENDIX D 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**:

> For the Fiscal Years beginning July 1, 2023 and ending June 30, 2026:
> Medical = Expected Claims Liability + (Expected Claims Liability x 3.75%) + Fixed Costs; Rx = Expected Claims Liability + (Expected Claims Liability x 3.75%) + 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 plus One Dependent; and Family (Employee plus 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 Level/Rates Calculations
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**.

Reserve
Administration 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:

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

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 include 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.

HEALTH CARE PLAN DESIGN

Administration will offer one Preferred Provider Organization Plan (PPO

Plan). PPO Plan Design:
Effective July 1, 2023, through June 30, 2024, the PPO Plan Design will continue to be that set forth in the 2020-2023 collective bargaining agreement between the parties. The PPO Plan Design may be accessed through the Human Resources website (see Certificate Book).

Effective July 1, 2024, the PPO Plan Design will be as follows and may be accessed through the Human Resources website (see Certificate Book):

PPO 85/15 In-Network 60/40 Out-of-Network Plan	**Plan Year beginning July 1, 2024**	
Benefits	**Network**	**Non-Network**
Benefit Period	January 1st through December 31st	
Dependent Age Older Age Child	Up to Age 26 Removal upon End of Month	
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]	$500/$1000	$2000/$4000
Coinsurance	85%	60%
Coinsurance Out-of Pocket Maximum (Excluding Deductible) – Single/Family	$1000/$2000	$7000/$12,800
Total Medical Out-of-Pocket Maximums – (Including Deductible) -Single/Family	$1500/$3000	$9000/$16,800
-Maximum Out-of-Pocket (MOOP) [5] Including deductible, Coinsurance Out-of-Pocket Maximums and Copays) Single/Family	$6600/$13,200	$9000/$16,800
Physician/Office Services; Specialist Office Visits $35 copay then 100% insurance coverage/$15 copay for Advanced Practicing Nurse then 100% insurance coverage)		
Primary Care Office Visit (Illness/Injury)[2,]	$20 copay, then 100%	60% after deductible
Urgent Care Office Visit[2,5]	$20 copay, then 100%	60% after deductible
Advanced Practicing Nurse/Primary Care Office Visit	$15 copay, then 100%	60% after deductible
Immunizations – Not covered under Preventative Care	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	60% after deductible
Diagnostic Services	85% after deductible	60% after deductible
Physical Therapy & Occupational Therapy - Facility and Professional (40 visits combined per benefit period)	85% after deductible	60% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	85% after deductible	60% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	85% after deductible	60% after deductible
Cardiac Rehabilitation	85% after deductible	60% 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	60% 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		

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.
[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.

PRESCRIPTION COVERAGE (typically mail-in/90-day supply is 2 times 30-day **supply)**

		In-Network (You will pay the least)	Out-of-Network (You will pay the most)
Generic Retail (up to 30-day supply)		Max copay of $5	Does Not Apply
Generic Home Delivery (31 to 90-day supply)		Max copay of $15	Does Not Apply
Preferred Brand Retail (up to 30-day supply)		Max copay of $35	Does Not Apply
Preferred Brand Retail (31 to 90-day supply)		Max copay of $105	Does Not Apply
Preferred Brand Home Deliv-ery (31 to 90-day supply)		Max copay of $70	Does Not Apply
Non-Preferred Retail (up to 30-day supply)		Max copay of $75	Does Not Apply
Non-Preferred Retail (31 to 90-day supply)		Max copay of $225	Does Not Apply
Non-Preferred Home De-livery (31 to 90-day)		Max copay of $180	Does Not Apply
Specialty Drugs (up to 30-day supply)		Applicable Drug Tier Copay applies	Does Not Apply

APPENDIX E

DISTINGUISHED SERVICE AWARD NOMINATION FORM

YSU ACE Bargaining Unit Members ONLY Full Time (FT) or Part Time (PT) _____

Each year the University recognizes contributions of members of the Youngstown State University Association of Classified Employees staff with Distinguished Service Awards. *(Please note that this form is for YSU ACE bargaining unit members ONLY.)* Nominations may be submitted by YSU faculty, staff, students, alumni, and/or the community.

Criteria for Award:

- Must be in Good Standing in the YSU-ACE Bargaining Unit
- Must exhibit outstanding performance of their job duties and/or public/community service
- Must not have received the award within the last three (3) years
- Must have Satisfactory/Meets Requirements or better overall rating on the last two Performance Evaluations
- Must not have any disciplinary actions in their personnel file in the last two (2) years

Submit Nominations To: benefits@ysu.edu

Office of Human Resources, Tod Hall Room 359 Nomination Deadline: 5:00 P.M. January 31

(or the Friday before if this lands on a weekend)

The following individual is nominated for the Distinguished Service Award:

NAME: _____ TITLE: _____

DEPARTMENT: _____ DATE OF APPOINTMENT at YSU (if known):_____

JUSTIFICATION FOR NOMINATION

If additional space is needed, so state and add UP TO ONE SINGLE-SIDED PAGE.

Please type or print:

NAME OF NOMINATOR: _____ PHONE:

CAMPUS DEPT/ MAILING ADDRESS:

YSU AFFILIATION: _____FACULTY _____STAFF _____STUDENT _____ALUMNI _____COMMUNITY

SIGNATURE: DATE:

APPENDIX F
STAFF DEVELOPMENT PROCEDURE AND FORM

Procedure:

1. Pursuant to Section 27.5 of the collective bargaining agreement, a bargaining unit member who wishes to attend a conference, seminar, workshop or other professional development opportunity will complete the staff development application. (If the staff development opportunity involves travel the bargaining unit member will also submit a travel request prior to traveling.)
2. The application will then be reviewed by the employee's immediate supervisor who either approves or denies the request.
3. If approved by the supervisor, and if they are not the signature authority, the application will then be forwarded to the signature authority of the funding source for approval.
4. The cost of the staff development should be charged to the department's FOAP, using the following 2 account codes, in order to accurately record the expense:

   701308 ACE Travel- this is staff development/training that requires an ACE union member to travel.

   701943 ACE Staff Development Without Travel - this is for payments to third parties for webinars, seminars, self-study courses and continuing professional education where no travel is involved for members of the ACE union. This includes material costs paid by the department when fee remission is used. See account 701308 for ACE travel.

   According to the agreement, the university agrees to pay an amount not to exceed $300.00 each fiscal year for any full-time employee whose request for staff development is approved in accordance with Section 27.5.
5. These expenses are subject to audit review. Therefore, the original application should be kept on file in the department that incurred the related expense.
6. A copy of this form can be forwarded to the Budget Office and the department will be reimbursed.

Application:

Name:_____

Department:_____

Staff Development Opportunity: _____

Location: _____

Dates: _____

Costs of Attendance: Fees: $ _____ Travel: $ _____
Lodging: $ _____ Meals: $ _____

Total Request: $ _____

_____
Signature of Bargaining Unit Member Date

_____
Signature of Immediate Supervisor Date
□ Approve □ Disapprove

_____
Signature of Account Authority Date

□ Approve □ Disapprove Amount Approved: $ _____ FOAP _____:

APPENDIX G
LETTER OF UNDERSTANDING
BETWEEN THE ASSOCIATION OF CLASSIFIED EMPLOYEES AND YOUNGSTOWN STATE UNIVERSITY

The parties agree that they will meet on an ad hoc basis to form a committee to discuss compensation issues and make recommendations, including possible adjustments to starting wages relative to ACE bargaining unit classifications when there are justifiable recruitment and retention issues. Either party may request to convene the committee; at which point the committee shall use its best efforts to convene within ten (10) working days from the date of the request. The purpose of the committee will be to provide input on salary and wage issues and make a recommendation to Administration for salary adjustments to specific ACE classifications when necessary, in order to recruit and retain talented employees.

The Chief Human Resources Officer and the Union President will each appoint three (3) individuals to serve on a committee for such purpose. The committee will make recommendations for salary adjustments based on market data, demographics, and University need (recruitment and retention). Should the committee recommend changes to adjust wages and Administration accepts the recommendation(s), the University will prepare a Letter of Understanding (LOU) to reflect and implement the amendments to the Classification Plan. The University will implement wage changes per the LOU within thirty (30) days of the signing of the LOU.

The parties agree that there are no side agreements, promises, or undertakings related to this Letter of Understanding other than those expressly and specifically stated herein.

FOR YSU ACE

Melanie L. Leonard

Melanie Leonard
ACE President

9/7/23
Date

FOR THE UNIVERSITY

Kevin Kralj
Director Labor and Employee Relations

9.7.23
Date

YOUNGSTOWN
STATE
UNIVERSITY