

Agreement
between



YOUNGSTOWN

STATE UNIVERSITY &

**Fraternal Order of Police
Ohio Labor Council, Inc.**

July 1, 2024 - June 30, 2027

Ratified June 7, 2024



**YOUNGSTOWN
STATE
UNIVERSITY**

AGREEMENT
FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.



YOUNGSTOWN STATE UNIVERSITY
July 1, 2024 – June 30, 2027

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PREAMBLE

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

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

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

ARTICLE 1 AGREEMENT AND RECOGNITION

1.1: This is an Agreement by and between Youngstown State University (hereinafter referred to as the University) and the Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter referred to as the F.O.P.). The purpose of this Agreement is to describe the terms and conditions of employment of the members of the bargaining unit defined in Article 2.

1.2: The University hereby recognizes the F.O.P. as the exclusive representative of the members of the bargaining unit defined in Article 2. “Exclusive recognition” is granted under the provisions of and in accordance with Ohio Revised Code 4117.

1.3: This Agreement is the sole and only Agreement between the parties with respect to matters set forth herein.

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

ARTICLE 2 SCOPE OF UNIT

2.1: The University hereby establishes the classification of University Police Officer, eliminating University Police Officer 1 and University Police Officer 2. This shall become effective upon July 1, 2024.

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

2.2: A University Police Officer patrols campus grounds and buildings and University property to protect lives and property; prevents crimes and enforces laws; investigates crimes; makes arrests; testifies in court; directs

traffic; prepares reports; and performs other reasonably related duties as assigned.

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

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

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

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

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

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

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

ARTICLE 3 TERM OF AGREEMENT

3.1: This Agreement shall, following ratification by the parties, become effective at 12:01 a.m. on July 1, 2024 and shall remain in effect through 11:59 p.m. on June 30, 2027.

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

ARTICLE 4 PAY

4.1: Wages Increases and Wage Schedules.

As detailed in Sections 4.1.1 and 4.1.2, below, the steps in each step schedule for the bargaining unit will be in-

creased as follows:

4.1.1: University Dispatcher Pay.

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

Effective July 1, 2024 through June 30, 2025 (2%).

Step	1	2	3	4	5	6	7
Hourly Rate	\$22.43	\$23.00	\$23.70	\$24.46	\$25.27	\$26.24	\$27.05

Additionally, for the first year of the bargaining agreement, all bargaining unit members at the time of the payout shall receive a \$1000 lump sum payment to be paid on the pay date for the first full period in July 2024.

Effective July 1, 2025 through June 30, 2026 (2%).

Step	1	2	3	4	5	6	7
Hourly Rate	\$22.88	\$23.46	\$24.18	\$24.95	\$25.77	\$26.77	\$27.59

Additionally, for the second year of the bargaining agreement, all bargaining unit members at the time of the payout shall receive a \$500 lump sum payment to be paid on the pay date for the first full period in July 2025.

Effective July 1, 2026 through June 30, 2027 (2.5%).

Step	1	2	3	4	5	6	7
Hourly Rate	\$23.45	\$24.05	\$24.78	\$25.57	\$26.41	\$27.44	\$28.28

4.1.2: University Police Officer Pay.

The parties agree to the wages set forth below for University Police Officer (4%):

Effective July 1, 2024 through June 30, 2025.

Step	1	2	3	4	5	6	7
Hourly Rate	\$25.12	\$25.92	\$26.79	\$27.68	\$28.65	\$29.65	\$30.56

Effective July 1, 2025 through June 30, 2026 (5%).

Step	1	2	3	4	5	6	7
Hourly Rate	\$26.38	\$27.22	\$28.13	\$29.06	\$30.08	\$31.13	\$32.09

Effective July 1, 2026 through June 30, 2027 (5%).

Step	1	2	3	4	5	6	7
Hourly Rate	\$27.70	\$28.58	\$29.54	\$30.51	\$31.58	\$32.69	\$33.69

4.1.3: University Police Sergeant Pay.

The wages for the University Sergeant classification will be calculated based on step 9 for the University Police Officer classification. For the first and second years of this Agreement, the hourly rate will be 11% higher than the hourly rate for the top step. For the third year of this Agreement, the hourly rate will be 12% higher than the hourly rate for the top step. The wage increases will be effective July 1, 2024, July 1, 2025, and July 1, 2026.

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

Effective July 1, 2024 and through June 30, 2025, the Hourly Rate shall be \$33.92.

Effective July 1, 2025 and through June 30, 2026, the Hourly Rate shall be \$35.62.

Effective July 1, 2026 and through June 30, 2027, the Hourly Rate shall be \$37.73.

4.2: Steps.

Any bargaining unit member who is in an eliminated step will advance to the next active step. All other step movement will occur on the anniversary of their hire date.

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

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

- A. Only bargaining unit members meeting the University specified standards will be considered for these positions.
- B. Each position will have a specific position description.
- C. A bargaining unit member assigned to one of these positions will continue in grade (classification) and receive regular pay increases provided to other bargaining unit members, as appropriate.
- D. The Officers will not be subject to the provisions of Article 12, ("Work Schedules"), and will work a flexible schedule, as determined by the Chief of YSU Police.
- E. The Officers are not excluded from the Health and Safety provisions in Article 29.

The University and the F.O.P. shall meet and confer regarding the positions that will be exempted from the bid process and any subsequent replacement positions. In addition to the above, probationary employees will be exempt from the schedule bid process found in Section 12.3 of this agreement.

4.5: Educational Increment. Bargaining unit members who received an educational increment during the 2021 - 2024 agreement will continue to receive such increment.

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

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

- A. Employees whose work is interrupted by an emergency closing, and who are released from duties for the remainder of their shift, shall receive straight pay as though they had completed their scheduled hours.
- B. Employees who are scheduled to work, but who are directed by the University not to report to work due to an emergency closing, shall receive straight pay as though they had completed their scheduled hours.
- C. Employees who are working when an emergency closing occurs, and who are directed by the University to continue to work, shall receive straight pay for the hours before the effective time of the closing and overtime payment at the rate of one and one-half (1.5) times their normal rate for hours after the announcement of the closing in addition to their straight pay. In such cases, payroll entry will indicate regular hours and overtime hours.
- D. Employees who are scheduled to work after an emergency closing occurs, and who are directed by the University to report to work, will receive pay at one and one-half (1.5) times their normal rate for all hours worked during the closing in addition to their straight pay. In such cases, payroll entry will indicate regular hours and overtime hours.
- E. Employees who are not scheduled to work during a period of emergency closing, but who are directed by the University to report to work, will receive pay at two and one-half (2.5) times their normal rate for all hours worked.
- F. During the period of an emergency closing, the University will not require any employee to work who is on vacation or sick leave.
- G. If an employee is scheduled to work during an emergency closing, but is unable to reach the campus due to conditions which prompted the closing, then the employee will be charged vacation leave or leave without pay for the period of their scheduled shift prior to the official closing.
- H. When no reopening time is provided by the University it shall be considered 0700 hours.

4.8: OPERS Salary Reduction Pick-Up. The University will continue to implement a “Salary Reduction Pick-Up” in accordance with applicable rulings of the Internal Revenue Service and the Ohio Attorney General. This means the University will, for all members of the bargaining unit, reduce their salary by the amount of the employee contribution to OPERS and will contribute that amount to OPERS as an “employer contribution” in lieu of the “employee contribution.” In the event the “Salary Reduction Pick-Up” is subsequently found to be contrary to law or applicable regulations, the University will cease the “Salary Reduction Pick-Up,” in accor-

dance with the law or applicable regulations and will have no residual obligation to members of the bargaining unit concerning the impact of cessation of the “Pick-Up” upon any employee’s income tax liabilities at the state or federal level. The “Salary Reduction Pick-Up” shall apply to all pay received by members of the bargaining unit, and shall be a condition of employment for all members of the bargaining unit.

4.9: Method of Payment. Bargaining unit members will be paid biweekly. Payment will be made by electronic transfer so that the money will be available in the bargaining unit member’s account at the beginning of the workday that Friday. Bargaining unit members will enroll in direct deposit to a checking, savings, or credit union account. If a pay day falls on a holiday, money will be available at the beginning of the first workday prior to the payday.

4.10: Distinguished Service Program:

- A) Selection of Recipients:** Each year, up to two (2) full-time members of the bargaining unit shall be granted a Distinguished Service Award in recognition of outstanding performance of their duties. The recipients shall be selected by a three (3) member Distinguished Service Committee, which shall be chaired by the Chief Human Resources Officer or his/her designee, with one member designated by the Division Vice President, and the third member designated by the first two members.
- B) Full-time Bargaining Unit Member Eligibility:** Full-time Bargaining unit members must have three (3) twelve-month, full-time years of University service by March 1 of the selection year. A complete year of service will be credited provided the individual serves a minimum of three-fourths (3/4’s) of the twelve-month, full-time contract year, exclusive of extended sick leave and leave without pay.
- C) Nominations:** Candidates for the Distinguished Service Award may be nominated by a YSU student, a YSU employee, the employee’s supervisor, or a YSU alumna. However, an employee may not nominate themselves or members of their immediate family (as defined in Article 19 A C.). An employee must not have active discipline for thirty-six (36) months prior to time of nomination. Such nominations shall be made on an electronic form created by and available in the Office of Human Resources and submitted electronically. Written justification for the nomination must be attached to the form. Distinguished Service Award Committee chairs are permitted to seek written input from the supervisor of all persons nominated for an award. Nominations shall be opened on December 1 and close on January 31.
- D) Allocation of Award:** Full-time recipients of the Distinguished Service Award will receive \$1400 prior to August 1 of the calendar year in which they were selected.
- E) Announcement of Award:** The University shall make a public announcement about the award each year.
- F) Frequency of Award:** Awards shall not be given more than twice in any five (5) consecutive year period to the same employee.

**ARTICLE 5
INSURANCE**

5.1: Summary of Coverage.

- A. **Eligibility.** All group insurance benefits provided in this Agreement and described in the health, dental, and life insurance summary plan descriptions shall be available to the following eligible employees and their dependents except as expressly identified within this Agreement: all permanent full-time bargaining unit members. Dependents are spouses and dependent children to age 26.
- B. **Maintenance of Benefits/Open Enrollment.** Except as provided in this article, the benefits under the University's group health plan shall remain equivalent to or better than those provided in the certificates that are in place in Appendix E of this Agreement. Members of the bargaining unit will annually have the right to choose to enroll in the plan during the open enrollment period established by the University.
- C. **Working Spouse/Coordination of Benefits.**

1. Working Spouse Coverage Obligations.

- a. As a condition of eligibility for coverage under the University's group medical and prescription drug plan(s) ("University Coverage"), if an employee's spouse is eligible for group medical and prescription drug coverage sponsored, maintained and/or provided by the spouse's current employer, former employer (for retirees), or business for self-employed individuals (other than sole proprietors) (collectively or individually, "Employer Coverage"), the spouse must enroll for at least single coverage in their Employer Coverage unless they are entitled to Medicare.

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

- b. The requirement of subsection (a) does not apply to any spouse who works less than twenty-five (25) hours per week AND is required to pay more than fifty percent (50%) of the single premium funding rate OR three hundred dollars (\$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 Hu-

man Resources Benefits Manager immediately (and not less than thirty calendar days after any change in eligibility) if the employee's spouse becomes eligible to participate in Employer Coverage. Upon becoming eligible, the employee's spouse must enroll in Employer Coverage unless they are exempt from this requirement in accordance with the exemptions stated in this section.

- a. Every bargaining unit member whose spouse participates in the University's group medical and prescription drug insurance coverage shall complete and submit to the 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.
- b. If a bargaining unit member submits false material information or fails to timely advise the Human Resources Benefits Manager or their designee of a change in the eligibility of the employee's spouse for Employer Coverage within 30 calendar days of notification of such eligibility, and such false information or failure results in the provision of University Coverage to which the employee's spouse is not entitled, the employee's spouse will be disenrolled from University Coverage. Such disenrollment may be retroactive to the date as of which the employee's spouse became ineligible for plan coverage, as determined by the administrator for the University Coverage. The administrator shall provide at least thirty calendar days advance written notice of any proposed retroactive disenrollment. In the event of retroactive disenrollment, the bargaining unit member will be personally liable to the applicable University Coverage for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the University Coverage as a result of the false information or failure. Additionally, if the bargaining unit member submits false information in this context, the employee may be subject to disciplinary action, up to and including termination of employment.
- c. The details of the working spouse limitations and coordination of benefits requirements are available on the Human Resources Office website.
- d. For purposes of salary deduction toward premium cost sharing, in families in which both spouses are employed by YSU, the higher paid employee shall bear the salary deduction. They shall have the option either to be treated as only one employee, employee plus one, or family, or to select individual coverage and for each to pay the single salary share of the premium.
- e. If one spouse works for YSU and the other does not, their children remain on the YSU insurance. If both spouses work for the University, in the case of family coverage, the higher-paid employee pays for the employee plus one or family coverage.
- f. An employee may opt out of health insurance benefits (medical and prescription drug, dental and/or vision coverage), in accordance with University policy.

D. Coverage Levels and Additional Features. The University will offer a plan with equal to or greater coverage as the Preferred Provider Organization Plan as detailed in Appendix E. The Uni-

versity may implement any other changes recommended by the Health Care Advisory Committee and approved in accordance with Section 5.7.

- E. **Booklets.** Eligible employees shall be able to access information regarding coverages on-line via the vendor's website.
- F. **Health Care Budgets.** The University shall establish separate accounts to monitor the healthcare budget and expenses. Regular financial statements prepared by the consultant shall be provided to the Health Care Advisory Committee.
- G. **Wellness Program.** The University shall continue funding in a dedicated account for the Wellness Program. The Wellness Program shall be developed by, and oversight shall be provided by, the Health Care Advisory Committee. The program shall include incentives for employees to participate in the program. The University will maintain current funding of the Wellness Program during the term of this Agreement.

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

- A. Effective July 1, 2024 and continuing through June 30, 2025, all employees shall contribute nineteen (19) percent of the fully insured equivalent rate for their subscriber selection. Effective July 1, 2025, all bargaining unit members shall contribute twenty (20) percent of the fully insured equivalent rate for their subscriber selection.
- B. Payments shall be deducted in equal amounts from each eligible bargaining unit member's bi-weekly paychecks.

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

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

5.4: Annual Physical. Members of the bargaining unit and their covered dependents shall be provided a free annual preventive examination provided such is performed by a network physician.

5.5: Second and/or Third Medical Opinions. For the duration of this Agreement, a second opinion may be obtained, at the discretion of the bargaining unit member or covered dependent, prior to surgery. If the second opinion differs from the first opinion, the bargaining unit member or covered dependent may choose to obtain a third opinion. The cost of the optional second opinion and/or third opinion shall be covered by the University.

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

5.7: Health Care Advisory Committee (HCAC). The University and the Union support the establishment of the University Health Care Advisory Committee, as provided for in the Health Care Advisory Committee Policy

and Guidelines. The HCAC may recommend options that are mutually beneficial to employees and the University. The Union representatives to the HCAC shall consult their governing bodies prior to proceeding with any recommendations. Where a recommendation would alter the terms of the collective bargaining agreement a draft Memorandum of Understanding (MOU) will be presented to the chief negotiators of the Administration and the Union for proper processing.

5.8: Section 125 and Premium Pass-Through Benefits. The University shall contract with a carrier to serve as Third Party Administrator (TPA) for Section 125; those plans are premium pass-through, flexible spending account and dependent care account benefits for University employees. Eligibility for, and use of, this program shall be governed by IRC Section 125. There shall be no initiation or sign up fees for employees. Monthly administrative charges, if any, for the TPA shall be paid by payroll deduction by those employees selecting this benefit. Employee contributions under Section 125 shall also be made by payroll deduction up to the maximum of allowable amount for the Flexible Spending Account and the Dependent Day Care under applicable federal regulations per account. An individual selecting this plan shall participate in the plan from January 1 to December 31.

5.9: Catastrophe Benefits. Any member of the bargaining unit who is injured effecting an arrest or by gunshot, knife wound, severe beating, vehicular assault, or vehicular accident in pursuit of a suspect, and as a result is unable to perform their duties for a period of two months or longer, shall receive a lump sum payment of six thousand dollars (\$6,000). If a bargaining unit member dies from injuries from said incident within ninety (90) days, a payment of six thousand dollars (\$6,000) shall be made to the estate of the bargaining unit member. These provisions are subject to the following exceptions and limitations:

- A. This provision shall not apply to any incident involving any gunshot, knife wound or vehicular assault or accident that is self-inflicted.
- B. Any injured bargaining unit member is subject to the physical examination provided for in Section 19-B.8.
- C. Only one payment of six thousand dollars (\$6,000) will be paid for each incident.
- D. This benefit for effecting an arrest, severe beating, vehicular assault or vehicular accident shall apply only in cases in which the employee is hospitalized for forty-eight (48) hours or longer as a result of the incident.

In the event a bargaining unit member dies as a result of an incident described above, the University will pay to the bargaining unit member's estate an amount equal to the cash value of all accrued but unused sick leave as of the date of death, computed at the bargaining unit member's last hourly rate of pay.

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

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

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

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

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

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

ARTICLE 6 GRIEVANCE PROCEDURE

6.1: Definition. The purpose of this Article is to set forth a prompt and equitable method for resolving disputes between the parties during the term of this Agreement. Under this Article, a member(s) of the bargaining unit or the F.O.P. may file a grievance in which they claim there has been a violation of this Agreement. Nothing in this Article is intended to discourage or prohibit informal discussion of a dispute prior to the filing of a formal grievance.

6.2: Procedure. A grievance is filed at Step 1 unless the parties agree that it is properly initiated at Step 2 or Step 3. A grievance is filed on the form which appears in Appendix A to this Agreement, after the grievant secures a grievance number from the Chief Human Resources Officer or their designee. The form may be submitted via email. A grievance must be filed within twenty (20) days of the event giving rise to the grievance, or within twenty (20) days after the grievant knew the facts which are the subject of their grievance. All references to "days" in this Article are to calendar days. The time limits specified in this Article may be extended only by the mutual agreement of the parties. If the grievant, or the union, fails to appeal a disposition of a grievance within the specified time limits, the grievance shall be considered settled on the basis of the last disposition by the University. No grievance will be automatically advanced to Step 4 without the approval of the FOP/OLC staff representative. If the University fails to reply within the specified time limit, the grievance shall automatically be advanced to the next level of the grievance and arbitration procedure. All grievances withdrawn by the Union shall be considered withdrawn with prejudice unless otherwise agreed to in writing and signed by the parties.

6.3: Grievance Hearings. Each grievance hearing will be conducted by the designated administrator in an effort to determine what if any violation of this Agreement has occurred. Hearings will be attended by the grievant and by a representative(s) designated by the F.O.P. If a grievance hearing is held during the working hours of the grievant and/or one (1) F.O.P. representative, the grievant and/or the F.O.P. representative shall be paid for the time spent at the grievance hearing. However, within these limitations, the University will, to the extent feasible, seek to schedule hearings at convenient times.

6.4: Independent Grievances. An employee shall have the right at any time to present a grievance to the University, and to have such grievance adjusted without the intervention of the F.O.P. or F.O.P. representative, provided that the adjustment is consistent with the terms of the Agreement; and provided that the F.O.P. has been given the opportunity to have a representative present at such adjustments.

6.5: Class Action Grievances. When a group of two or more employees are eligible to file a grievance, the grievance may be filed on behalf of the affected employees by the Staff Representative of the F.O.P./O.L.C. Any such class action grievance shall include a list of employees that are covered by the grievance.

6.6: Step 1. Within twenty (20) days following an occurrence the grievant believes to be a violation of this

Agreement, the grievant may formally file a grievance by securing a grievance number from the Chief Human Resources Officer, or their designee, by completing a Grievance Form, and by submitting the completed form to the Chief of the YSU Police, with a copy to the Chief Human Resources Officer, or their designee. Within ten (10) days after receiving the grievance, the Chief of Police will hold a grievance hearing, and within ten (10) days following the hearing they will complete a Grievance Disposition Form, distributing the original to the grievant and providing a copy to the F.O.P. Within ten (10) days following the receipt of the Chief of Police's Step 1 disposition, the grievant may appeal the disposition to Step 2 by completing and distributing a Grievance Disposition Reaction Form.

6.7: Step 2. Within ten (10) days following receipt of an appeal from a Step 1 disposition, the Director of Labor Relations, or designee, will either hold a grievance hearing or complete and distribute a Grievance Disposition Form, in the latter case providing the original to the grievant and a copy to the F.O.P. If the Director of Labor Relations, or designee, holds a grievance hearing, they shall execute and distribute a Grievance Disposition Form within ten (10) days following the hearing. A hearing is required if the grievance is filed initially at Step 2. Within ten (10) days following receipt of the Director of Labor Relations, or designee's, Step 2 disposition, the grievant may appeal the disposition to Step 3 by completing and distributing a Grievance Disposition Reaction Form.

6.8: Step 3. Within ten (10) days following receipt of an appeal from Step 2, the Chief Human Resources Officer, or their designee, shall either hold a grievance hearing or complete and distribute a Grievance Disposition Form, in the latter case, providing the original to the grievant and a copy to the F.O.P. If the Chief Human Resources Officer, or designee, holds a grievance hearing, they shall complete and distribute a Grievance Disposition Form within ten (10) days following the hearing. A hearing is required if the grievance originates at Step 3.

6.9: Step 4. Within ten (10) days following receipt of the Chief Human Resources Officer's, or designee's, Step 3 disposition, the grievant may appeal the disposition to Step 4 by completing a Grievance Disposition Reaction Form and delivering it to the office of the Chief Human Resources Officer and the Director of Labor Relations. The grievance will be advanced to binding arbitration if the F.O.P. supports the arbitration of the grievance by so advising the Chief Human Resources Officer, in writing, not later than thirty (30) days following the timely delivery of the grievant's appeal to Step 4 to the office of the Chief Human Resources Officer.

6.10: Within ten (10) days after giving written notice that it supports the arbitration, the F.O.P. must request from the Federal Mediation and Conciliation Service a panel of seven (7) arbitrators whose primary addresses are within the State of Ohio and a 200-mile radius of Youngstown, Ohio. 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 of Labor Relations.

If the parties are unable to agree upon which of those seven (7) nominees shall serve as an arbitrator, then the arbitrator will be chosen by each party alternately striking names, beginning with the moving party, and the name remaining shall be the arbitrator. Prior to striking, each party shall have the option to completely reject one (1) panel of arbitrators provided by the FMCS and request another list. The hearing shall be conducted in accordance with the rules and regulations of the FMCS.

6.11: Arbitrability. The following matters are not arbitrable: the removal of a probationary employee; any matter subject to the jurisdiction of the Ohio State Personnel Board of Review, or the State Employment Relations Board; grievances not supported by the Union in the appeal to Step 4; evaluations; and any matter not directly relating to the meaning and application of the terms of this Agreement. If there is a question concerning arbitrability, either party may request that the arbitrator rule on the arbitrability of the grievance. If the arbitrator finds the grievance to be arbitrable, they shall proceed to hold a hearing on the merits of the grievance.

6.12: Arbitrator's Authority. The arbitrator shall have no power or authority to add to, subtract from, or in

any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

6.13: Costs. Arbitration hearings will be held on the University campus, in facilities provided at no cost by the University. The University shall provide parking accommodations at the location of the hearing for those persons who are attending to represent the Union. The Union will notify the Employer three (3) days prior to the hearing regarding the number of required spots. The fees and expenses of the arbitrator shall be shared equally by the parties. Other expenses will be borne by the party incurring them.

6.14: A bargaining unit member requested to appear at an arbitration hearing by either party shall attend. If this occurs during their regularly scheduled shift, they shall be paid at the regular rate. Any request for the attendance of witnesses shall be made in good faith, and at no time shall more than three (3) bargaining unit members be present on behalf of and/or at the request of the F.O.P. In the event the Union believes the presence of more than three (3) bargaining unit members is necessary, it shall be discussed with the University at least two (2) weeks in advance of the arbitration hearing, and a decision will be made on a case by case basis.

6.15: Award. The arbitrator's decision and award will be in writing and the parties will request that it be delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

6.16: Other cases. The provisions of this article shall be available to the University to resolve disagreements with the F.O.P. concerning the terms of this Agreement, following the submission in writing to F.O.P. of the matter of disagreement and a meeting of the parties in lieu of the Step 3 hearing provided herein.

6.17: The parties intend that in accordance with the provisions of the Ohio Revised Code 4117.10(A), the Ohio State Personnel Board of Review shall have no jurisdiction during the term of this Agreement over any matter addressed by the provisions of this Agreement.

ARTICLE 7 UNIVERSITY/F.O.P. RELATIONS AND RESPONSIBILITIES

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

7.2: Representatives of the University and the F.O.P. shall meet regularly at mutually convenient times to discuss informally matters of mutual concern. Either party may formally request that a specific topic be discussed, providing the request is made in writing a minimum of ten (10) days prior to the scheduled meeting. Unless otherwise required by law or unless otherwise agreed to elsewhere in this agreement there shall be no obligation on the part of the University or the F.O.P. to renegotiate or reopen any provisions of this Agreement during any meeting with representatives of the other party.

7.3: Either party to this Agreement shall furnish the other, upon written request, information related to the

negotiation or administration of the Agreement, provided such information is available and can be furnished at reasonable expense, such request allows reasonable time to assemble the information, and the party from whom the information is sought may determine the form in which such information is submitted. The Union will receive a copy of the annual budget, agendas and minutes of the meetings of the Board of Trustees, quarterly report of the membership of the bargaining unit, quarterly and year-end financial reports, copies of all reports filed with the State Employment Relations Board at the time of filing and communications distributed generally to classified bargaining unit members of the University. F.O.P. will provide the University with copies of written communications distributed to the general membership of the bargaining unit.

7.4: The University agrees to provide the Union with copies of such written work rules as are promulgated by the University in accordance with this Agreement. However, it is clearly understood by the parties that many situations are not at this time and never will be described in such written work rules. Bargaining unit employees will not be disciplined for action or conduct that is consistent with written work rules or policies.

7.5: The parties agree that physical violence, discriminatory harassment, and threats of physical violence are unacceptable in any relationship between employees of the University. Disputes concerning alleged discriminatory harassment may be grieved, but the grievance may not be appealed beyond step 3; this means that grievances of this nature may not be submitted to arbitration.

7.6: Any bargaining unit member who leaves the department will lose seniority in the bargaining unit on a time-for-time basis.

ARTICLE 8 MANAGEMENT RIGHTS

The University retains all rights necessary to operate the University, except as those rights may be modified by the provisions of this Agreement. These retained rights include but are not necessarily limited to the general grant of authority specified in Ohio Revised Code 3356. These retained rights include but are not necessarily limited to those rights commonly known as management rights, which are delineated in Ohio Revised Code 4117.08. These retained rights include but are not necessarily limited to the right to:

- A. Conduct and grade civil service examinations, rate candidates, establish eligibility lists; and make original appointments therefrom; or, alternatively, to post announcements for positions to be filled by original appointment from among qualified applicants responding to the posting, and to make appointments from the pool of applicants;
- B. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- C. Direct, supervise, evaluate, or hire employees;
- D. Maintain and improve the efficiency and effectiveness of governmental operations;
- E. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- F. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- G. Determine the adequacy of the work force;
- H. Determine the overall mission of the employer as a unit of the government;
- I. Effectively manage the work force;
- J. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 9

F.O.P. RIGHTS

9.1: In addition to other rights and privileges accorded to the F.O.P. elsewhere in this Agreement, the F.O.P. shall have the rights specified in this article for activities related to the administration of this Agreement and the members of the bargaining unit defined herein.

9.2: Duly authorized representatives of the F.O.P. shall have access to the University premises for the purpose of transacting official F.O.P. business consistent with the Agreement, providing this shall not interfere with or disrupt the normal conduct of University affairs.

9.3: The F.O.P. shall be permitted reasonable use of University rooms for meetings on the same basis as other employee groups, e.g., the YSU-OEA.

9.4: The F.O.P. shall be permitted exclusive use of one (1) University bulletin board and one (1) storage locker in the YSU Police Department, and reasonable access to mailboxes and mail service for communication with members of the bargaining unit.

9.5: The F.O.P. shall have the right to utilize the University printing/reproduction services for the duplication of printed matter on the same basis as other employee organizations, provided the University is paid for such duplication. The F.O.P. shall have the use of a mailbox located in Postal Service, at no cost to the F.O.P. These privileges shall be available only for activities directly related to F.O.P.'s role as exclusive representative. Abuse of these privileges shall be grounds for termination of the privileges.

9.6: Copies of this Agreement shall be posted in electronic format on the University's Human Resources web-page for download in a printable PDF format. The University shall provide the F.O.P. with ten (10) copies of this Agreement. The F.O.P. may purchase additional copies at its own expense for the cost of production.

9.7: The University shall recognize the FOP OLC associates for each bargaining unit group as the Union stewards designated by the Union. Stewards shall be authorized to investigate grievances and to represent employees in grievance adjustments, as provided by Article 6 ("Grievance Procedure"). The Union shall inform the University in writing of those employees designated as stewards prior to the University's recognition of those persons as stewards. The Union will notify the University promptly of changes in the list of stewards.

9.8: Union stewards recognized in Section 9.7, shall be permitted up to one and one-half (1.5) steward-hours each week to investigate grievances during the paid working hours of the stewards. The one and one-half (1.5) hours shall apply to all recognized stewards, that is, one (1) steward at one and one-half (1.5) hours or two (2) stewards at seventy-five hundredths (.75) hour, etc. The steward-hours, if unused in a given week(s), may accumulate to a maximum of five (5). The Union agrees that this time will be devoted exclusively to a good faith effort to resolve labor management problems arising from the provisions of this Agreement, and will not be abused.

Advance permission must be granted by the steward's supervisor and by the chief steward or Union president prior to investigation of a grievance during paid hours.

If a steward leaves their work area to investigate a grievance in another work area, the steward will also secure the permission of the supervisor in the grievant's area before talking to the grievant.

The University agrees that permission to investigate a grievance will not be denied unreasonably. No individual steward may devote more than six (6) hours of paid time to grievance investigation during a given week without the permission of the University. The Union will advise the University in writing once each month of the activities of the Union stewards engaged in under the provisions of this section of the Agreement, specifying the

amount of time spent by each recognized steward.

9.9: The University shall continue to provide office space in the police building to be utilized by the FOP OLC and the designated associates for assistance to members and furthering the labor relations process. Such space shall be equipped with power and be of sufficient size to allow one-on-one meetings with members and storage of labor-management-related documents and research aids.

9.10: Aggregate leave of up to fourteen (14) days each year shall be granted to no more than four (4) duly elected delegates of the Youngstown State University Chapter of the F.O.P. to attend the F.O.P.'s conventions, functions, and meetings, provided that only two (2) bargaining unit members may use this leave at the same time. This means one member of the bargaining unit at eight (8) days, or two members of the bargaining unit at four (4) days. A minimum of thirty (30) days written notice shall be provided to the University prior to taking such leave. Leave for this purpose shall be paid leave and considered in active pay status.

ARTICLE 10 DUES DEDUCTION

10.1: The University agrees to deduct FOP dues from any member of the bargaining unit who signs an authorized payroll dues deduction card. Such card shall be furnished by the FOP. It is agreed by the University that either within two (2) weeks, or the next payday; whichever is later, after said card is submitted for payroll deduction of dues, that deductions for new members will be made.

During the first pay period in January and July of each year, the University shall provide the FOP/OLC with a roster of all bargaining unit employees. Additionally, should the University receive notice from a bargaining unit member wishing to cease dues deduction and withdraw from FOP/OLC membership, the University shall notify the FOP/OLC in writing within seven (7) days of this request.

All dues collected shall be paid over by the University once each month to the FOP/OLC, 222 East Town Street, Columbus, Ohio 43215-4611.

10.2: Upon proper individual authorization, the University shall administer the following payroll deductions each pay period:

- A. Up to two tax-exempt charitable organizations;
- B. Tax-sheltered annuities, Individual Retirement Accounts (IRAs), and IRS approved 403(b) and/or 457(b) programs;
- C. The YSU Foundation.

A bargaining unit member may enroll in a tax-sheltered annuity program once a year.

10.3: The F.O.P. hereby agrees to hold the University harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the F.O.P. shall indemnify the University for any such liabilities or damages that may arise.

ARTICLE 11 HEADINGS

It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor affect any interpretation of any such Article.

ARTICLE 12 WORK SCHEDULES

12.1: Each non-probationary member of the bargaining unit shall be afforded the opportunity to bid on a work schedule by seniority in the classification. The work schedule shall normally consist of eight (8) consecutive hours a day and forty (40) hours a week, consisting of five (5) consecutive eight-hour days. However, the parties may mutually agree to alternative work schedules. The actual bidding process is outlined in Section 12.3.

12.2: Changes in non-probationary employees' normal work schedules shall be posted in writing on a bulletin board in the department or work unit a minimum of five (5) calendar days prior to the effective date of the change, except when earlier notification is mutually agreeable to the employee and the University, and except when changes are necessitated by emergency. The announcement shall specify the duration of the schedule change. Only the President, Chief of YSU Police or their designee are authorized to declare that an emergency exists.

12.3: The work schedule each non-probationary bargaining unit member works shall be determined by a bidding process as follows:

- A. Each job classification shall have separate bidding.
- B. Seniority by classification will determine the sequence of who bids first, second, third, etc. The member who has the greatest classification seniority will have the first bid, the member who has the 2nd greatest classification seniority will bid 2nd, etc. This procedure will prevail down to the bargaining unit member with the least amount of classification seniority who will have the final bid.
- C. The "Bid Sheet" will be posted on the F.O.P. bulletin board a minimum of four (4) weeks prior to taking effect. Within one (1) week of posting, all members will sign the sheet promptly next to the open slot they wish to work.
- D. Employees will bid work schedules once per year in conjunction with the spring semester. The work schedule shall take effect on the first Sunday of the first week of the spring semester.
- E. The "Bid Sheet" shall state the effective dates (Starting/Ending) Shift & Hours, Days Off.
- F. The number of shifts on the bid sheet will be the same as the number of employees in that classification.

12.4: In the event a bargaining unit member will no longer be working their bidded shift (i.e. promotion, resigns, etc.), all members of the bargaining unit that were below that member in seniority will rebid from the original "Bid Sheets."

12.5: In the event a bargaining unit member changes shift due to Article 12.4, any leave time already approved for the bargaining unit member will remain in effect and will be adjusted according to their new schedule.

12.6: The University may reassign employees from one shift to another when the University determines such action is necessary. In making such reassignments, the seniority, by classification of the non-probationary employees involved, will govern and a non-probationary employee may reject a reassignment provided they are senior, by classification, to another non-probationary employee in the department who is qualified to perform the necessary work. If the reassignment is undesirable to all the available non-probationary employees in the classification affected, the least senior non-probationary employee, as provided in Section 12.5, will be assigned to the shift in question.

12.7: For purposes of work schedules, seniority shall be calculated from the effective date of appointment of the employee's current period of uninterrupted service in their present classification as a member of the regular full-time classified Civil Service staff of the University. (This means that if any member of the bargaining unit has left or been separated from the employment of the University and subsequently has been reappointed to a different position in the University's classified Civil Service staff, their seniority for purposes of work schedules shall be calculated from the latest effective date of employment in their present classification as a member of the full-service classified Civil Service staff of the University.) Employee seniority lists shall be maintained by the University and will be furnished to the F.O.P.

12.8: The University reserves the right to determine the method whereby employees' arrival at and departure from work are recorded; such methods may include time clocks, sign-in sheets, or other methods as appropriate. No employee shall sign in or clock in for another employee.

12.9: Employees who are late for work shall be docked no more than the time of tardiness. If an employee is occasionally tardy for work for a period of fifteen (15) minutes or less, the employee may request to make up the work missed on the day of tardiness at the end of their shift. Such requests will not be unreasonably denied if the make-up is practicable in terms of the operation of the department or work area. It is understood that "occasionally" means no more than twice monthly. It is also understood that abuse of this provision shall be grounds for denying all such requests to an individual, and that non-occasional tardiness may be grounds for disciplinary action.

12.10: No bargaining unit member shall work continuously for more than sixteen (16) hours, except when an emergency has been declared, as provided in Section 13.6.

ARTICLE 13 OVERTIME

13.1: Employees who are in active pay status, excluding the use of paid sick leave, for more than forty (40) hours in a given week, at the direction of the University, shall be paid overtime at one and one-half (1.5) times regular pay or, at the discretion of the employee, receive compensatory time off at the rate of one and one-half (1.5) hours for each hour of overtime worked. "Week" means the 168-hour period from 12:01 a.m. on Sunday through midnight at the end of the following Saturday. Compensatory time off must be taken when such time off shall not be unduly disruptive to the University's operations. The procedures for requesting of short-notice vacation in Article 18.8 will also be applied to requests for use of compensatory time. Compensatory time not taken in accordance with the preceding sentence will be paid off at the bargaining unit member's current rate of pay. A bargaining unit member may not exceed a 200-hour compensatory time balance. If a 200-hour balance exists, the employee will automatically be given pay for any overtime worked. For employees with ten (10) hours or greater, employees may elect to convert all or part of their compensatory time balance to a payment at the employee's current hourly rate, excluding shift differential and education increment, by submitting a request to the University. Such payment shall be included in the employee's regular paycheck and shall be made on the first payday following two weeks after the employee submits the request to the University.

13.2: An overtime opportunity exists when the University needs the services of one (1) or more members of the bargaining unit for more than forty (40) hours of work or active pay status, excluding the use of paid sick leave, in a given week. The University will offer overtime opportunities to available bargaining unit members in order of the aggregate overtime roster provided by the bargaining unit. The University shall have the right in unusual circumstances to assign overtime outside the ordinary rotation. Furthermore, no employee will be eligible to work overtime for at least twenty-four (24) hours after the end of the shift for which the employee reported off sick. The University will offer all overtime details and opportunities to full-time bargaining unit members first at

a 1:1 ratio of bargaining unit members to non-bargaining unit members, with the odd-numbered overtime detail or opportunity being offered to the bargaining unit member. If an insufficient number of bargaining unit members accept the available number of overtime opportunities, then the University may fill those overtime opportunities with non-bargaining unit employees. When a detail is staffed by multiple bargaining unit members and involves multiple types of work assignments, bargaining unit members may select on a seniority basis the work assignments designated by the University to be performed by bargaining unit members before offering the assignment to non-bargaining employees. The parties agree that current permanent housing/officer/dormitory detail is not included in this formula.

13.3: The bargaining unit will provide on a weekly basis an aggregate overtime roster before the end of the day Sunday. If no aggregate overtime roster is provided by the end of the day on Sunday, the previous week's aggregate overtime roster will be used until a new aggregate overtime roster is provided. The current week aggregate overtime roster may be used to fill overtime details scheduled out to Tuesday of the following week. The aggregate overtime roster procedures are governed by the bargaining unit and its bylaws. An overtime opportunity may be filled at the time a leave request is submitted by using the current aggregate overtime roster at the time the leave request is submitted only when attempting to fill an overtime opportunity that would be created by a bargaining unit member requesting leave for a time later than the current aggregate overtime roster.

13.4:

- A. Bargaining unit members who are offered overtime, for replacement of employees due to unscheduled absences or other unanticipated events, will promptly accept or decline the opportunity. In the event a bargaining unit member is contacted via phone and the bargaining unit member does not accept the overtime opportunity immediately, the University may move to the next eligible bargaining unit member on the overtime list. Contact includes messages left with another party, answering machine/voicemail, and/or text message.
- B. Scheduled overtime opportunities will be forwarded to the appropriate person for staffing a minimum of five (5) days prior to the date of the event. It is agreed that there may be times when an unanticipated overtime assignment becomes available and it may not be possible to have this information forwarded by the deadline above. In all cases, copies of the Request for Police Services and Call Out Sheets will be forwarded to the President of the FOP Labor Council. Bargaining unit members who are contacted for overtime opportunities will accept or decline the overtime opportunity as quickly as possible, but in no case later than four (4) hours from the time the overtime was offered. Contact includes messages left with another party, answering machines/voicemail and text messages, pagers, or cell phones. If a bargaining unit member fails to accept or decline the overtime opportunity within the time period specified above, they will forfeit the overtime opportunity.

13.5: When an employee works during hours outside of their regularly scheduled workday, and those additional hours do not abut their normal workday, the employee shall be paid a minimum of four hours at the rate of one and one-half (1.5) times the employee's regular hourly rate of pay. This provision applies to appearances in court on behalf of the University.

13.6: Emergency Overtime:

- A. An emergency exists when the Chief of YSU Police, President, or their designee, determine current or potential conditions on the YSU campus warrant the immediate call out or hold over of bargaining unit members is necessary for the health or safety of the University community. If an emergency occurs which results in the University having to assign members of the bargaining unit to additional duty or to modified schedules with less notification than is specified by Section 12.2 ("Work Schedules"), the University will provide affected bargaining members with as much

advance notice as is feasible, will rotate overtime opportunities among bargaining unit members to the extent feasible, and a representative of the University will meet with the F.O.P. promptly to discuss the nature of the emergency and the manner in which it was accommodated.

13.7: Mandated Overtime:

If the YSU Police Chief or their designee determines that any extra detail or shift cannot be adequately staffed as a result of the inability to obtain intermittent, part-time, or full-time employees, a bargaining unit member may be required to work the assignment. These assignments will be made on a rotating basis according to least seniority. That is, the bargaining unit member with the least seniority in the classification will be required to work the first such assignment, the next least senior bargaining unit member in the classification the second such assignment, and so on. A mandate roster for each classification with mandated dates will be kept in Dispatch. The University agrees to give as much notice as possible for pre-scheduled shifts and events/details that require a mandate. The procedure for mandating is as follows:

1. When there is any short-term notice for a deficit in either a shift or special detail, a full-time call out and text message will be sent to all full-time members first. Any member who responds will be given the detail or shift. If multiple members reply, the member who is next on the aggregate list will be given the shift or detail. If no full-time member responds in a reasonable amount of time (based on time between the notice and the start time of the shift or detail), a text message will be sent to all intermittent employees. If no intermittent employees reply, the current shift bargaining unit members will be asked in aggregate order to volunteer for the shift or detail. If no one volunteers, the next bargaining unit member on the mandate list present on the current shift will be mandated to work the shift or detail deficit.
2. If the callout process has not been completed by the beginning of the deficit shift or detail, a volunteer from the current shift will be asked in aggregate order to remain until a replacement officer arrives. If no one volunteers, the next bargaining unit member on the mandate list present on the current shift will be mandated to stay until the replacement arrives. If no replacement is found, the mandated bargaining unit member will complete the shift or detail where there is a deficit.
3. If there is a volunteer from either the full-time bargaining unit members or intermittent employees being called, and they will not be able to arrive in time to start the detail or shift, a volunteer from the current shift will be asked in aggregate order to remain until the replacement arrives. If no one volunteers, the next bargaining unit member on the mandate list present on the current shift will be mandated to stay until the replacement arrives.
4. For circumstances where a bargaining unit member(s) on the current shift is required to stay over due to an ongoing call or the completion of a report, the bargaining unit member(s) assigned to the report or call will stay over for as long as needed to complete the call or report. This will not be counted as a mandate on the mandate roster.
5. For any other circumstances less than 1 hour, a volunteer from the current shift will be sought in aggregate order to stay over. If there are no volunteers, the bargaining unit on the current shift who is next of the mandate roster will remain. Any circumstance where a bargaining unit member is mandated for less than an hour will not be counted as a mandate on the mandate roster. If it appears that the circumstances will lead to the officer remaining past one (1) hour, the procedure for short notice call-out will begin.

6. All mandate notifications will be made by a supervisor in person or via telephone.

13.8: Bargaining unit members cannot be forced out on their regularly scheduled days off. Bargaining unit members can also not be forced out the shift immediately before or after a shift where approved leave (comp time, personal leave, preapproved sick leave and vacation leave) is taken. This does not apply if the detail/event requires two (2) or more bargaining unit members.

13.9: A bargaining unit member who does not want to work regular, non-emergency overtime may waive their right to the rotational opportunity to work overtime established in this Article. It is the employee's responsibility to inform the University in writing by January 31 and June 30 of each calendar year of their intent regarding this right.

13.10: Should it become apparent that the University has erred by failing to offer overtime to the qualified individual in the proper order given on the current aggregate overtime roster, the University will offer the employee involved the next overtime opportunity they are available for within their overtime group first.

13.11: No bargaining unit member shall work more than sixteen (16) consecutive hours except in an emergency as defined in this collective bargaining agreement. In instances in which a bargaining unit member(s) is completing a call at the end of the expiration of a shift, the bargaining unit member(s) shall complete the call for service, which includes finalizing of report, and will be compensated as provided in this provision. In no event will the completion of the call for service last more than two and one-half hours after the expiration of the sixteen (16) hours. A bargaining unit member required to work continuously for more than sixteen (16) consecutive hours shall be paid at two and one-half (2.5) times regular pay for each hour exceeding (16) hours.

ARTICLE 14 HOLIDAYS

14.1: The University shall observe those legal holidays established by the State of Ohio and any other day appointed and recommended by the Governor of the State of Ohio or the President of the United States as a permanent legal holiday and not a one-time or limited occasion:

- 1.
2. New Year's Day
3. Martin Luther King Day
4. President's Day
5. Memorial Day
6. Fourth of July
7. Labor Day
8. Columbus Day
9. Veterans Day
10. Thanksgiving Day
11. Christmas Day
12. Juneteenth National Independence Day

14.2: For purposes of pay, holidays shall be those days enumerated in Section 14.1 regardless of whether the University formally observes the holiday on that day or on another day. To be eligible for holiday pay, a bargaining unit member must actually work or be approved to take paid leave, other than sick leave, their entire scheduled workday immediately preceding the holiday and their entire scheduled workday immediately following the holiday. The only exceptions are when the employee actually works the holiday and when the employee is on approved FMLA leave.

The method used to determine which bargaining unit members work a holiday will be determined by the classification seniority of the persons normally scheduled to work each shift on that holiday. The hours worked on a holiday will not be considered overtime.

If a bargaining unit member is not scheduled to work on a holiday, and has forty (40) hours in active pay status, excluding the use of paid sick leave, during the week in which the holiday falls, they shall be paid one and one-half (1.5) times their hourly rate of pay for the holiday on which they did not work. However, at the bargaining unit member's option they may request the hours earned be added to the bargaining unit member's total hours of Compensatory Time instead of receiving pay.

If a bargaining unit member is not scheduled to work on a holiday, and has less than forty (40) hours in active pay status, excluding the use of paid sick leave, during the week in which the holiday falls, they shall be paid their hourly rate of pay for the holiday on which they did not work.

A member of the bargaining unit who is required to be on duty on a holiday observed by the University, as defined in Section 14.1, shall be paid an additional one and one-half (1.5) times their hourly rate of pay if the duty falls within their regular forty (40) hour work week. A bargaining unit member who is scheduled to work on a holiday and reports off sick will be required to request the use of sick leave for the time missed and will be paid their hourly rate of pay.

A bargaining unit member who is required to be on duty on a holiday observed by the University, as defined in Section 14.1 and has less than forty (40) hours in active pay status, excluding the use of paid sick leave, during the week in which the holiday falls, shall be paid their hourly rate of pay for the holiday on which they worked or were mandated. A bargaining unit member who is scheduled to work on a holiday and reports off sick will be required to request the use of sick leave for the time missed and will be paid their hourly rate of pay.

ARTICLE 15 EVALUATIONS

15.1: An employee shall have their performance officially rated or evaluated by the Chief of the YSU Police or their designee once during the first half of the probationary period through a progress check-in, once at the end of the probationary period, and at least once each year thereafter. The performance evaluation process is an on-line process with the evaluation form available in the electronic system for the benefit of both the supervisor and bargaining unit member.

15.2: When an evaluator has completed an evaluation, they will meet with the employee during working hours to review and discuss the evaluation; to answer questions concerning the evaluation and to clarify it; and to provide such information as is available and relevant to the evaluation. (If work records in the department are utilized in preparing the evaluation, the employee will have an opportunity to review those records.)

15.3: The employee shall receive and acknowledge the evaluation via the on-line system. The employee's acknowledgement shall certify that they have reviewed the evaluation but will not necessarily indicate agreement with it. The completed evaluation will be electronically stored.

15.4: An employee who believes that the procedural requirements of this Article have not been met, or who believes that the information upon which an evaluation was based was improper (i.e., erroneous, incomplete, untimely, or irrelevant), may file a grievance under the provisions of Article 6 ("Grievance Procedure"). Such grievance may be processed through step 3 of the grievance procedure. However, grievances over evaluations shall not be arbitrable. If the adjustment of the grievance includes a determination that the evaluation was procedurally flawed or based upon improper information, the University will nullify the evaluation and direct that it be

redone. If an employee disagrees with the judgment of the evaluator, the employee may electronically 1) so note on the evaluation form; and/or 2) so note, with comments in the "Employee's Comments" section of the form.

ARTICLE 16 STANDARDS OF PROFICIENCY

16.1: Members of the bargaining unit who are sworn police officers shall meet and maintain reasonable standards of proficiency and fitness for office. The University will make a reasonable effort to assist sworn police officers in maintaining standards of proficiency.

16.2: The failure of a bargaining unit member to meet minimum standards in the areas listed herein shall be grounds for disciplinary action which may include: reduction of classification, transfer to another existing department in the University for which the individual possesses the qualification, or possible separation from the University.

16.3: Each sworn officer shall maintain certification by the Ohio Peace Officer Training Council in conformity with Ohio law.

16.4: Each sworn officer shall annually demonstrate their proficiency with the firearm they are directed to carry by meeting the standards provided in Appendix C, YSU/F.O.P. Standards of Proficiency: Firearms.

16.5: Each sworn officer may be required by the University to receive a physical examination from their personal physician. The employee's personal physician will complete and return to the University a medical form which appears as Appendix D to this Agreement. The form will be classified as "Confidential" and, if appropriate, will be made available to a health education expert designated by the University who will consult with the officer and recommend a voluntary, individualized fitness program based on age, sex and present condition. The officer shall utilize their insurance plan from the University which provides for an annual examination to cover the cost of such exam. If any costs of the exam are not covered by the officer's insurance coverage, the expense will be paid by the University. If the University wishes to have its designated physician also conduct an examination of the officer, the University shall be responsible for the entire cost of such exam. The physical examinations will not include any testing for sexually transmitted diseases.

16.6: All new officers upon hire and sergeants upon promotion will be required to complete a formal field training program with field training officers. The field training program and field training officer training/certification will be based on an industry recognized field training program (i.e., IACP, OACP, OPOTA, etc.). Field training officers will receive two (2) hours of compensatory time for each completed eight hours when training a probationary employee.

ARTICLE 17 PERSONNEL FILES

17.1: An official personnel file shall be maintained in the Office of Human Resources for each member of the bargaining unit. Personnel files are maintained and access provided to them in accordance with law and University policy.

17.2: Each employee shall have access to their official personnel file by appointment and at reasonable times. The University will also grant access to an employee's official personnel file to the employee's designated representative, upon written authorization of access by the employee.

17.3: An employee who has reason to believe that there are inaccuracies in materials contained in their person-

nel file shall have the right to submit a memorandum to the Chief Human Resources Officer or their designee requesting that the documents in question be reviewed to determine their appropriateness in the personnel file.

17.4: The University shall promptly review requests received under the provisions of Section 17.3. If the University concludes that the material is inappropriate for retention in the employee's personnel file, the material shall be removed and the employee so informed. If the University concludes that the material is appropriate for retention in the file, the University shall so inform the employee; in this event the employee shall have the right to submit a written statement noting their objections to the material in question, and the Chief Human Resources Officer or their designee shall attach the employee's statement to the material objected to and shall include a note in the personnel file indicating that any person reviewing the original material should also review the employee's objections to the material.

17.5: An employee shall be given by campus email a copy of any document which is to be placed in their personnel file but which does not include as part of its normal distribution a copy to the individual, or which does not originate with the individual.

17.6: Materials related to disciplinary action shall be removed from the individual's personnel file upon their written request, providing thirty-six (36) months have transpired since the insertion of the material into the employee's file without intervening occurrences of disciplinary action. Material removed under the provisions of this section will not subsequently be used in any disciplinary or termination hearings.

ARTICLE 18 VACATION

18.1: Each member of the bargaining unit will earn annual vacation leave according to their number of years of service with the University.

“Service with the University” does not include employment as a student employee, employment as an intermittent employee, political subdivision service, or military service.

However, any bargaining unit member who had been earning vacation leave prior to July 1, 2012 according to their years of service with the University and the State of Ohio's political subdivisions will continue to earn vacation based upon the combined service time. Vacation accrual shall be credited as follows:

YEARS OF SERVICE	ANNUAL ACCRUAL	PER PAY
Less than 1	None	0
1 but less than 7	10 days	3.1
7 but less than 13	15 days	4.6
13 but less than 22	20 days	6.2
22 but less than 25	25 days	7.7
25 or more	30 days*	9.2

*Applies only to bargaining unit members who accrued vacation at this annual rate on or before June 30, 2018.

An employee must be in active pay status at least eighty (80) hours in a pay period in order to accrue the total designated vacation hours for that pay period. Vacation leave may accumulate to a maximum of that earned in two (2) years of service. Vacation in excess of this maximum is eliminated from the employee's vacation leave balance.

18.2: Short Notice Vacation Selection: An employee may request to use vacation time that has not been selected during the annual selection period. Such selections shall be made and granted on first requested, first

granted basis. Unless there are exigent circumstances (to be determined by the Chief and/or the Lieutenants) an employee must give fourteen (14) days' notice for short-term vacation requests, and the Employer will return requests fourteen (14) days after the date when the request has been submitted. However, nothing shall prohibit the granting of requests not made in 14 days by the Employer if scheduling/staffing is adequate.

18.3: A bargaining unit member who is hospitalized while on vacation may convert the period of hospitalization from vacation to sick leave by providing the University with documentation of hospitalization upon their return. If a member of their immediate family dies while a bargaining unit member is on vacation and if the bargaining unit member attends the funeral, up to four (4) consecutive days of vacation may be converted to bereavement leave in accordance with Article 19 H by providing the University with documentation of the death in the family.

18.4: The parties agree that the University retains the right to reschedule vacations in the event of serious and unanticipated problems. Should rescheduling of a vacation be necessary, the employee shall be so informed by the principal administrative officer before doing so and an effort will be made to make alternative arrangements to permit the bargaining unit member to take the vacation as scheduled.

18.5: The Chief or their designee shall specify in writing those times in the year, if any, where it is not desirable from an operational standpoint for staff to take vacation. There will be two separate vacation deadlines for annual vacation bidding. The first shall be November 15. This period will be used to sign up for full-week increments of vacation. The second will be November 30. This will be used to sign up for other increments of vacation not to exceed ten (10) increments of vacation in any year. Prior to scheduling any vacation, the employee shall have the vacation time available in their vacation balance. Once vacation has been approved, it shall be the obligation of the employee to take the vacation. The system shall provide that the employee with the greatest seniority in the classification shall have first choice of vacation time; the employee with the second greatest classification seniority shall have second choice, etc. The University will make a good faith effort to grant vacation requests for bargaining unit members who do not sign up prior to the two vacation periods listed above or who subsequently desire to change their scheduled vacation. Vacation schedules may subsequently be changed when mutually agreed to by the employee and the department head. Vacation requests submitted during the annual bid period will either be granted or denied and returned no later than January 31. All other vacation requests will be subject to Section 18.2 of this agreement.

18.6: Once a department vacation schedule has been developed for the office, the schedule will be posted in the department.

18.7: Requests for Leave Procedures: If a leave request is submitted and there is adequate staffing for that shift at the time the leave request is submitted the leave request will be approved and the bargaining unit member who requested the leave will be notified/leave request returned within seven days. If the request is for vacation leave made during annual vacation bidding periods, the leave will be granted by seniority. Any other requests for leaves regardless of type will be granted on a first requested, first granted basis.

If there is not adequate staffing at the time the leave request is submitted on a shift that a bargaining unit member is requesting leave, the leave will not be approved until the shift is adequately staffed.

If at any time after a leave request is submitted staffing becomes adequate, then the leave would be granted and the bargaining unit member who requested the leave will be notified and have the leave request returned within seven (7) days.

ARTICLE 19 LEAVES

SUB ARTICLE 19 A

DEFINITIONS AND GENERAL REQUIREMENTS

For purposes of Sub Article 19 B, Sub Article 19 C, Sub Article 19 D, Section 19 E.1, Section 19 E.2, Section 19 F.1, Sub Article 19 G and Sub Article 19 H, the following definitions shall apply:

- A. **Child:** biological, adopted, foster, stepchild, ward, or child of person standing in loco parentis.
- B. **Eligible bargaining unit member:** a bargaining unit member with at least one year of service who has worked at least 1,250 hours in the previous twelve (12) months.
- C. **Immediate family:** spouse, children, daughters-in-law, sons-in-law, grand-children, parents, parents-in-law, grandparents, spouse's grandparents, brothers, sisters, brothers-in-law, sisters-in-law, legal guardian.
- D. **Parent:** biological father or mother, adoptive parents, stepparents or foster parents, or person in loco parentis when employee was a child.
- E. **Serious health condition:** an illness, injury, impairment or physical or mental condition that involves in-patient care in a hospital, hospice or residential medical care facility, or continuing treatment by a health care provider.
- F. **Third medical opinion:** a medical opinion that is provided when there is a conflict between the first medical opinion provided by the employee's medical provider and the second medical opinion provided by the employer's medical examiner. The persons providing the first two medical opinions shall select the person to provide the third medical opinion.

Upon the request of the University, an employee on an approved leave under Sub-Articles 19 C, 19 D, 19 G, 19 I and any administrative leave, paid or unpaid, must turn in all badges, weapons, radio, keys and other University property for the duration of the leave.

SUB ARTICLE 19 B SICK LEAVE

19 B.1: Sick leave is authorized absence with pay due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and visits to or treatment by medical providers that cannot be scheduled outside of the employee's normal working hours. If an employee is absent for three (3) consecutive workdays or more for one of the above reasons they shall be required to provide certification from a physician that the employee was under the care of a physician and is fit to return to duty. Sick leave is also authorized for an illness in the employee's immediate family when the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member; a physicians' certification of the illness of the family member may be required if professional medical attention is required. Such certification shall be required if the bargaining unit member is absent for more than three (3) consecutive workdays. Such certification shall be submitted to the Chief Human Resources Officer or their designee.

19 B.2: 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.

19 B.3: Sick leave may be used during any period of time when an employee is on their regularly scheduled forty (40) hour weekly work shift. Employees shall report all uses of sick leave on the "Application for Leave" form within three (3) working days following the individual's return to work; sick leave shall be reported also on the

employee's electronic biweekly time record. Failure to report sick leave may result in disapproval of the sick leave.

19 B.4: When an employee learns that they must use sick leave, the employee shall promptly notify the supervisor on duty, indicating the need for and probable duration of the sick leave as early as possible but no later than two (2) hours before the employee is scheduled to begin work. The employee must similarly report off each successive day of absence unless the employee has specified a specific period of absence or has provided documentation which establishes the need for an extended absence and specifies an estimated date for return to work.

19 B.5: When an employee uses sick leave to visit a doctor, dentist or other medical provider, they shall provide written verification of the visit. The employee shall, whenever possible, inform the department head one (1) week in advance of such scheduled appointments of the employee and of immediate family members when the employee's presence at the appointment is reasonably necessary.

19 B.6 Abuse of Sick Leave: To the extent permitted by law, where the University reasonably believes an employee is abusing sick leave and the University notifies the bargaining unit member of such belief, they may be required to furnish to the Human Resources Benefits Unit a certificate from a licensed physician for any subsequent absences. Any bargaining unit member abusing sick leave and/or showing a pattern of abuse shall be subject to disciplinary action in accordance with Article 20.

1. Disciplinary action, including removal, may be taken by the University against any employee who falsifies documents relating to the application for sick leave. Such action may also be taken against any employee who attributes an absence to sick leave but willfully neglects to follow through on the application for such leave.
2. Pattern Abuse. The following types or patterns of absence 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.

19 B.7: To the extent consistent with, or permitted by, federal or state law, an employee who is on sick leave not concurrently covered by the Family and Medical Leave Act (FMLA) shall be required to provide to the Chief Human Resources Officer certification from the employee's personal physician that they are able to perform the assigned duties of their position prior to their return to duty. An employee must give the University not less than three (3) days' notice of their availability to return to work following an extended absence unless a shorter period is mutually agreeable.

19 B.8: To the extent consistent with, or permitted by, federal or state law, the University may require an employee who is not otherwise taking leave covered by the FMLA to undergo an examination, conducted by a licensed physician or licensed psychologist designated by the University, to determine the employee's physical or mental capabilities to continue to perform the duties of the position which the employee holds. The University shall pay the cost of such examination. If the employee's personal physician or psychologist differs from the University's designated physician or psychologist, the opinion of the employee's personal physician or psychologist shall be

given due professional consideration.

19 B.9: The University and the F.O.P. agree to the general principle that sick leave is provided to protect the income of the employee who suffers an occasional and prolonged illness or injury. The parties agree further that each employee should make a reasonable effort to build and maintain as large a sick leave balance as possible, as a form of income protection during situations involving major health problems.

19 B.10: Transfer of Sick Leave:

- A. An employee who transfers from this department to another department of the University shall be allowed to transfer their accumulated sick leave to the new department.
- B. 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 sick leave balance by their former employer.

19 B.11: Sick Leave Bonus. The University desires an incentive for employees not to abuse sick leave. Therefore, for each quarter of the year in which an employee does not use their sick leave, they will be entitled to a bonus of two hundred fifty dollars (\$250.00) per quarter:

QUARTERS

January through March

April through June

July through September

October through December

If an employee uses FMLA leave during a quarter, a bonus will not be issued.

**SUB ARTICLE 19 C
LEAVE WITHOUT PAY**

With the approval of the Chief Human Resources Officer or designee, an eligible bargaining unit member may be granted leave without pay in the categories specified below. Where applicable, such leave shall run concurrently with FMLA leave until FMLA leave has been exhausted. Leave requests for leave without pay shall be submitted on a form provided by the University a minimum of one (1) month prior to the requested effective date of leave, or at the earliest feasible time. Serious consideration will be given to all requests. A bargaining unit member's seniority will continue to accrue while on all leaves in Sub Article 19 C and Sub Article 19 D.

- A. **Personal.** A bargaining unit member may request leave without pay for personal reasons for any period up to six (6) months.
- B. **Educational.**
 - a. A bargaining unit member who wishes to pursue formal education, training, or specialized experience which is related to their position in the YSU Police Department may be granted leave without pay for a period of up to two (2) years when the University concurs that the proposed leave activities will benefit the University as well as the employee. 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.

- b. 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 or for any educational costs incurred by the University during the period of the Educational 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).
 - c. An employee on leave of this type may be returned to active pay status earlier than originally scheduled if the return is mutually acceptable to the University and the employee. The University may cancel the leave and direct the employee to return to active pay status if it is learned that the leave is not being used for the purpose for which it was granted: in this case the employee will be so notified in writing.
- C. **Employee Medical.** A bargaining unit member whose absence due to a serious illness or injury exceeds their accrued sick leave and they are not eligible to receive FMLA leave may be granted employee medical leave without pay for up to twelve (12) weeks less any accrued sick, vacation or personal leave used, unless otherwise required by law. The University may require medical certification and/or a second or third opinion to support a leave of this type. When a bargaining unit member uses employee medical leave without pay to receive inpatient or outpatient treatment from a medical provider, or to visit a doctor, dentist or other medical provider, they shall provide to the Chief Human Resources Officer, or their designee, written verification of the visit in order for the employee medical leave without pay to be approved. Whenever possible, the bargaining unit member will inform the department head one (1) week in advance of such scheduled visits. If the University receives within the period of either FMLA leave or employee medical leave without pay medical evidence from its physician and/or the bargaining unit member's physician which indicates that the bargaining unit member is expected to be able to substantially and materially perform their duties by a specified date that is no later than one (1) year from the last day on the job, a request for an extension of medical leave without pay will be considered. A bargaining unit member taking employee medical leave without pay may maintain their insurance coverage by paying the employee and employer portion of the group rate to the University.
- D. **Worker's Compensation.** A bargaining unit member who suffers a work-related injury or occupational illness covered by workers' compensation that requires absence from work must use paid sick leave until the employee receives temporary total or permanent total disability workers' compensation benefits. In accordance with University policy, an eligible bargaining unit member who receives temporary or permanent total disability compensation benefits from the Bureau of Worker's Compensation instead of using sick leave will be considered to be on a medical leave without pay as specified in Section 19 C. Employee Medical. Bargaining unit members governed by this section shall receive all of the fringe benefits granted to those not on leave, provided that any non-self-insured coverage obtained from an outside carrier for which the university and/or the employee pay premiums to that outside carrier permits coverage for persons who are not in active pay status. A bargaining unit member while on leave without pay for a Worker's Compensation claim may request a payout for all or a portion of their accumulated compensatory time. Requests for payout of compensatory time will be approved. A bargaining unit member who receives sick leave benefits during the period preceding the receipt of temporary or permanent total disability

benefits must reimburse the University for any paid time off that also is covered by temporary or permanent total disability benefits.

SUB ARTICLE 19 D

MATERNITY, PARENTAL AND CHILD CARE LEAVE

Maternity Leave. With the approval of the Chief Human Resources Officer, an eligible bargaining unit member may be granted leave with pay for maternity leave. Maternity Leave will run concurrently with FMLA. Leave requests for Maternity Leave shall be submitted on a form provided by the University a minimum of one (1) month prior to the requested effective date of Maternity Leave, or at the earliest feasible time, and accompanied by a certificate/note from the attending physician. Serious consideration will be given to all requests. A bargaining unit member's seniority shall continue to accrue during Maternity Leave.

Maternity Leave will consist of a period of paid leave for up to thirty (30) business days following the birth. This paid leave program is available to birth mothers for recovery from childbirth and to care for and bond with a newborn child. Maternity Leave is to be used in one (1) consecutive block and not intermittently.

Parental Leave. With the approval of the Chief Human Resources Officer, an eligible bargaining unit member may be granted leave with pay for parental leave. This benefit runs concurrently with FMLA, and if applicable, consecutively after Maternity Leave. Leave requests for leave with pay shall be submitted on a form provided by the University a minimum of one (1) month prior to the requested effective date of Parental Leave, or at the earliest feasible time, and accompanied by a certificate/note from the attending physician. Serious consideration will be given to all requests. A bargaining unit member's seniority shall continue to accrue during Parental Leave.

Parental Leave will consist of a period of paid leave for up to fifteen (15) business days of paid leave for a birth mother, biological father, or adoptive parent to care for and bond with a newborn or newly adopted child. Parental Leave is to be used in one (1) consecutive block and not intermittently.

Adoption Expense Payment. Adoption Expense Payment means the payment of two thousand dollars (\$2,000.00) in taxable income (i.e., subject to regular payroll deductions) for adoption expenses. Such payment may be requested upon approval of the adoption. If an employee elects to receive the Adoption Expense Payment they will not receive Parental Leave.

Child Care Leave.

1. **Biological Mother.** Once a bargaining unit member is certified by her physician to be medically capable of performing her regular duties, she will be entitled to leave without pay for a period not to exceed six (6) months for the purpose of child care. Child Care Leave is to be used in one (1) consecutive block and not intermittently. Any Maternity or Parental Leave taken will be deducted from the six (6) month time period. Child Care Leave will run consecutively after Parental Leave. Additionally, any available FMLA will run concurrently with Child Care Leave.
2. **Biological Father.** A male bargaining unit member, upon the birth of his child, is entitled to leave without pay for a period not to exceed six (6) months for the purpose of child care. Child Care Leave is to be used in one (1) consecutive block and not intermittently. Any Parental Leave taken will be deducted from the six (6) month time period. Child Care Leave will run consecutively after Parental Leave. Additionally, any available FMLA will run concurrently with Child Care Leave.
3. **Adoptive Parents.** A bargaining unit member is entitled, upon the adoption of a child, to leave without pay for a period not to exceed six (6) months for the purpose of child care. Child Care

Leave is to be used in one (1) consecutive block and not intermittently. Any Maternity or Parental Leave taken will be deducted from the six (6) month time period. Child Care Leave will run consecutively after Parental Leave. Additionally, any available FMLA will run concurrently with Child Care Leave.

4. Application for Child Care Leave shall be in writing to the Chief Human Resources Officer or their designee not later than thirty (30) days prior to the effective date for such leave, and such request shall state the anticipated duration of the leave. In the case of an application for Child Care Leave by an adoptive parent, this thirty (30) day requirement shall be waived. In the case of child care leave related to pregnancy, the request shall be accompanied by a statement from the attending physician giving the expected date of delivery. In such cases where the expected delivery changes or complications arise, the thirty (30) day requirement will be waived.
5. During the period of Child Care Leave, the bargaining unit member will be deemed to be relieved temporarily of their duties.
6. A bargaining unit member taking employee Child Care Leave without pay may maintain their insurance coverage by paying the employee and employer portion of the group rate to the University.

Maternity, Parental and Child Care Leave Procedures.

1. Maternity and Parental Leave shall be used prior to using sick or vacation leave which may be used to extend the period of paid leave. Sick or vacation leave will run concurrently with any available FMLA, or Child Care Leave.
2. Only one Maternity and/or Parental Leave benefit is available per employee, per birth or adoption event. The number of children born or adopted during the same event does not increase the length of the paid leave, i.e., multiple births.
3. This paid leave benefit is based upon 100% FTE and is prorated in accordance with the employee's percentage of FTE status.
4. This policy applies only to employees who have completed at least one (1) year of service prior to the date that Maternity or Parental Leave is to commence. Employees who attain one (1) year of service while on leave for the purpose of a birth or adoption of a child will be eligible for a prorated portion of the Maternity and/or Parental Leave.
5. Employees on Maternity or Parental Leave continue to receive all employer-paid benefits and continue to accrue all other forms of paid leave. However, employees on Maternity or Parental Leave are ineligible to receive overtime pay, nor may these paid leaves be used in calculating overtime pay.
6. Employees on Maternity or Parental Leave are ineligible to receive holiday pay. A holiday occurring during the leave period shall be counted as one day of Maternity or Parental Leave and be paid as such.

SUB ARTICLE 19 E OTHER LEAVES

19 E.1: Training Leave. A bargaining unit member who is directed by the University to engage in specified

training or education as a condition of continued employment shall be maintained in a regular pay status for the period of such actual training.

19 E.2: Legal Leave. Bargaining unit members shall be granted court or jury duty with pay when subpoenaed for any court or jury duty by the United States, State of Ohio, or a political subdivision including hearings held by Worker's Compensation, Unemployment Compensation and the State Personnel Board of Review, unless such duty is performed outside of the bargaining unit member's normal working hours. Evidence in the form of subpoena or other written notification shall be presented to the bargaining unit member's immediate supervisor as far in advance as possible. Bargaining unit members may retain any money received as compensation or expense reimbursement for jury duty or court attendance compelled by subpoena. However, no bargaining unit member will be paid when appearing in court for criminal or civil cases when the case is being heard in connection with the bargaining unit member's personal matters, such as traffic court, divorce proceedings, custody appearance(s) as directed with a juvenile, etc. These absences shall be leave without pay or vacation. If the bargaining unit member is summoned for jury duty who works first or third shift as defined in Article 4, they shall be granted the shift off on the day they are required to report for jury duty.

19 E.3: Military Leave. Eligible bargaining unit members shall be entitled to receive military leave under the federal and Ohio Uniformed Services Employment and Re-employment Rights Act (USERRA) to fulfill duty obligations and to obtain reinstatement after completing such service obligations consistent with applicable law.

19 E.4: FMLA Leave. FMLA leave shall run concurrently with any paid leave of absence available to a bargaining unit member for care and treatment of such serious health condition unless otherwise specified by this Article. Sick, vacation and personal leave must be exhausted before taking an unpaid FMLA leave. The University shall administer FMLA leave in accordance with law.

SUB ARTICLE 19 F PERSONAL LEAVE

19 F.1:

- A. Each fiscal year bargaining unit members may convert up to four (4) days of accrued but unused sick leave per fiscal year to personal leave. Personal leave may be used at the employee's discretion, subject to the University's operational needs. Personal leave must be taken in a minimum increment of four (4) hours. The procedures for requesting of short-notice vacation in Article 18.8 will also be applied to requests for use of personal leave. Personal leave shall not be scheduled for those days or weeks for which vacation time is not permitted.
- B. At the University's discretion, the use of personal time for family emergency, unforeseen family obligations, or similar emergency situations may be requested with notice of less than seven (7) days and such requests shall not unreasonably be denied.

SUB ARTICLE 19 G DISABILITY SEPARATION AND DISABILITY RETIREMENT

19 G.1: Disability Separation. The University may require an employee to undergo an examination, conducted by a licensed physician or licensed psychologist designated by the University, to determine the employee's physical or mental capabilities to continue to perform the duties of the position which the employee holds. The University shall pay the cost of such examination. If the employee's personal physician or psychologist differs from the University's designated physician or psychologist, the opinion of the employee's personal or physician or psychologist shall be given due professional consideration. If after review of the opinion of the employee's

personal physician or psychologist, the University has substantial credible medical evidence that the employee is incapable of performing the essential job duties of the employee's position, the employee may be disability separated in accordance with the provisions of the Ohio Revised and Administrative Codes.

19 G.2: Disability Retirement. A bargaining unit member who is eligible may apply for disability retirement in accordance with the provisions of the Ohio Public Employees Retirement System.

SUB ARTICLE 19 H BEREAVEMENT LEAVE

Four (4) consecutive days of paid bereavement leave will be granted to a bargaining unit member at the total rate of pay upon the death of a member of their immediate family as defined in the definition section of this Article. Bereavement leave will also be granted in the case of a stillbirth condition. Bereavement leave shall be taken to attend to any immediate post-death matter and/or to prepare for or attend a funeral unless otherwise approved for good cause shown.

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

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

SUB ARTICLE 19 I INJURED ON DUTY LEAVE

- A. An employee who is injured at work must apply for Workers' Compensation coverage, and will exercise Injured-on-Duty (IOD) rights as set forth below. If an employee is off work for eight (8) or more days because of an injury immediately following the incident that caused the injury, the employee shall receive IOD leave from the date of injury. The employee shall be paid for all days immediately following the date of injury up to ninety (90) consecutive days until temporary total disability benefits are received. The 90-day calendar timeframe may be extended per the sole discretion of the University upon request from the employee. There shall be no loss of benefit provided by the University during the leave, except that the employee shall reimburse the University for all IOD leave benefits for the same time period covered by the temporary total disability benefits. The University will notify the Union of the placement of any bargaining unit member on IOD leave. An employee who is eligible to receive IOD leave under this Sub-Article shall be entitled to use IOD leave following the time period covered by temporary total disability benefits for ongoing medical care related to the injury covered by IOD leave.
- B. To be eligible for IOD benefits, the employee, when injured, must:
 - 1. Submit a signed incident report detailing the nature of the injury, the date of occurrence, the identity of all witnesses and persons involved, the facts surrounding the injury, and any other information supporting granting of IOD leave;
 - 2. Suffer an injury allowed by the Ohio Bureau of Workers' Compensation;
 - 3. Furnish the University with a signed medical authorization for the claimed injury for the release of medical records;
 - 4. Suffer lost time from employment for a period of eight (8) or more consecutive days im-

mediately following the injury and be eligible to receive temporary total disability benefits from the Ohio Bureau of Workers' Compensation;

5. Assist the University in obtaining medical certification from the employee's physician of record specifying the extent of injury, the recommended treatment, the employee's inability to return to work because of the injury, and an estimated date of return; and
6. Have an injury that is a direct result of:
 - a) an automobile accident occurring during the course of duties;
 - b) a fight, effecting an arrest or controlling a domestic violence situation, or during a SWAT team call-out for any critical incident;
 - c) the use of a firearm, knife, chemical agent, impact weapon, or other dangerous weapon;
 - d) an injury which is the result of being struck by a vehicle while directing traffic or investigating a traffic violation or traffic accident;
 - e) an injury which occurs during high-risk training;
 - f) an injury that occurs during a pursuit while on a Police Bicycle; or
 - g) any other injury determined by the University to be the result of hazardous-force circumstances.
- C. The University reserves the right to review the employee's status every thirty (30) days and require the employee to have an independent medical examination by a physician selected and paid for by the University at any time during the leave.
- D. Leave may be paid at the employee's current hourly rate at the time of injury for a period not to exceed ninety (90) consecutive calendar days immediately following the date of injury.
- E. If, for any reason, the employee's Workers' Compensation claim is denied or disallowed, or the employee's Workers' Compensation claim is approved but temporary total disability benefits are denied, said leave shall cease, and the employee will be required to reimburse the University for any amounts paid through this Article. The termination of leave benefits shall take effect immediately upon the issuance of any adverse workers' compensation decision and shall not be reinstated unless that decision is overturned on appeal. Reimbursement may be through a voluntary surrender of an employee's accrued but unused personal, sick or vacation time. Human Resources on a case-by-case basis will determine the rate and method of reimbursement.
- F. If the employee is unable to return to work or unwilling to return to work, the University will begin proceedings for an Involuntary Disability Separation pursuant to Articles 23.2 or 19.G.1 of this Agreement.
- G. Subsection (A) shall not preclude any other remedies the employee may have through Workers' Compensation laws or against a third party directly. However, an employee shall not be eligible to collect simultaneously the temporary total disability benefits under Workers' Compensation and the benefits defined under this Section, and the employee shall assign to the University that portion of their cause of action against any third party or parties responsible for the disability in the amount of the payments made by the University pursuant to this Section.

SUB ARTICLE 19 J
LEAVE DONATION PROGRAM

Bargaining unit members may donate sick leave to a fellow bargaining unit member who is otherwise eligible to accrue and use sick leave and is employed by the Youngstown State University Police Department. The intent of the Leave Donation Program is to allow employees, on a voluntarily basis, to provide assistance to their co-workers who are in need of leave due to an illness, injury or other condition covered by the Family Medical Leave Act.

- A. A bargaining unit member may receive donated sick leave, up to the number of hours the bargaining unit member is scheduled to work each pay period, if the bargaining unit member who is to receive donated leave meets the following criteria:
1. Has a serious illness, injury, or other condition covered by the Family Medical Leave Act (a “serious illness, injury, or other condition” means an absence of three [3] consecutive days or more) and documented by Family Medical Leave Act paperwork;
 2. Has no accrued time (compensatory, personal, vacation, and sick);
 3. Has successfully completed their probationary period;
 4. Has made the request for Leave Donation prior to their return from sick leave.

If the University does not approve the request, the specific factors for denial shall be indicated to the requesting employee. If approved, the University will then post a notice to the bargaining unit members, with a copy to the Ohio Labor Council Representative that a request for donation has been requested and approved.

- B. Bargaining unit members may donate leave if the bargaining unit member donating meets the following criteria:
1. Voluntarily elects to donate leave and does so with the understanding that donated leave will be returned if not used;
 2. Donates a minimum of eight (8) hours; and
 3. Retains at least one hundred twenty (120) hours of sick time.
- C. Bargaining unit employees who wish to donate sick leave shall certify:
1. The name of the bargaining unit employee for whom the donated leave is intended; and
 2. The number of hours to be donated; and
 3. That the bargaining unit member will have a minimum sick leave balance of at least one hundred twenty (120) hours; and
 4. That the leave is donated voluntarily and the bargaining unit member understands that the donated leave will be returned if not used.

- D. The Leave Donation Program shall be administered by the University. Bargaining unit members

using donated leave shall be considered on active pay status but shall not accrue sick or vacation leave while using donated leave. Donated leave shall be considered sick leave, but shall not be converted into a cash benefit. In order to ensure that the bargaining unit member receives pay for the appropriate pay period, the bargaining unit member or their Union representative must notify the University of the qualifying absence prior to the deadline for submission of payroll for the applicable pay period.

- E. Bargaining unit members requesting leave donation shall estimate how much leave will be needed. In response, bargaining unit members donating leave shall coordinate how much leave they intend to donate. Subject to the minimum donation requirement stated in Subsection (B) (2) above, the aggregate amount of donated leave shall not exceed the amount needed.
- F. To the extent it is possible, an equal amount of leave donated shall be taken from each bargaining unit member who has donated leave. In the event the bargaining unit member requesting leave does not use the estimated amount of leave needed, the remaining donated leave will be returned to the bargaining unit members who donated the leave.
- G. No bargaining unit members shall be compelled to donate leave.
- H. The Chief Human Resources Officer may, with the signed permission of the bargaining unit member who is in need of leave, inform bargaining unit members of the co-worker's critical need for leave. This notice shall not include the specific medical condition for which the bargaining unit member needs the donation. The University shall not directly solicit leave donations from bargaining unit members.

ARTICLE 20 EMPLOYEE DISCIPLINE AND EMPLOYEE RIGHTS

20.1: A member of the bargaining unit may be disciplined, demoted, suspended, or removed for just cause, which shall include but not be limited to incompetency, inefficiency, unsatisfactory performance, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of any University policy or work rule, excessive unwarranted absenteeism, or any other act of misfeasance, malfeasance, or nonfeasance in office, or conviction of a felony.

Article 20 shall not apply to separation from employment due to an inability to return from a leave of absence, inability to perform the essential duties of a position, or loss of licensure or other certification required to perform a position.

20.2: Corrective action is normally progressive in nature; that is, repetitions of causes for disciplinary action should lead to progressive responses of reprimand, suspension, and removal. It is expected that most cases will be disposed of by an informal verbal warning and/or attendance counseling without formal disciplinary action; such verbal warning or counseling may be documented, but shall not be recorded in the employee's official personnel file unless connected to subsequent progressive discipline. The supervisor will follow-up with an email to the employee documenting that a verbal warning was issued. Prior to the issuance of a written reprimand, a meeting will be held between the employee and the employee's supervisor, which may include a University and Union representative. However, the seriousness of certain offenses justifies severe initial disciplinary action, including removal. Disciplinary actions shall be reduced in writing within a reasonable period of time, with copies provided to the employee and to the employee's official personnel file.

20.3: An employee who is suspended, reduced or removed shall receive written notification from the Chief Hu-

man Resources Officer or their designee stating the reason for the disciplinary action. Prior to the issuance of any suspension (except situations pending drug testing results as described in Section 20.4), reduction, or removal, the Chief Human Resources Officer or their designee will schedule a pre-disciplinary hearing to discuss the reasons for the proposed disciplinary action, and to give the employee an opportunity to offer an explanation of the alleged misconduct. The process of the pre-disciplinary hearing and notification of discipline, if any, will be completed within sixty (60) days from the day the employee is served the notice of hearing. This sixty (60) day period may be waived mutually by the University and the employee.

The employee may present testimony, witnesses, and/or documents on their behalf. The employee shall provide a list of witnesses and the name and occupation of their representative to the Chief Human Resources Officer or their designee as far in advance as possible, but no later than forty-eight (48) hours prior to the pre-disciplinary hearing. It is the employee's responsibility to notify their witnesses of the scheduled hearing. The employee and/or their representative will be permitted to ask questions of and cross-examine any witnesses. The employee shall have the choice of whether they wish to appear at the hearing and present oral and/or written statements, whether or not they wish to have a Union representative present and/or whether or not to have the Union representative present oral or written statements. Further, the employee may choose to waive in writing their right to have such a pre-disciplinary hearing. After the pre-disciplinary hearing, the Chief Human Resources Officer, or their designee, shall deliver to a suspended, reduced, or removed bargaining unit member written notification stating the reasons for the suspension, reduction or removal. The parties agree that orders of suspension, reduction or removal shall be treated as confidential personnel matters between the University and the employee unless the employee wishes to consult the Union in the matter, in which case it shall be the sole responsibility of the employee involved to communicate with the Union.

20.4: Drug and Alcohol Testing Program:

- A. The University and the F.O.P. have a mutual interest in promoting the treatment and rehabilitation of employees involved in the improper use of drugs or the abuse of alcohol. A drug and alcohol testing program serves to promote the parties' interest in a drug-free workplace. All bargaining unit members must abide by University Policy 3356-7-20, Drug-Free Environment.
- B. A member of the bargaining unit may be required to submit to a test to determine the improper use of drugs or to determine that the employee is under the influence of alcohol while on duty. The test will be conducted by a medical facility or drug/alcohol testing site, or will be conducted on campus by a recognized testing agency.
- C. Requiring an employee to submit to such a test must be based on a reasonable suspicion that the employee has been using any drug, narcotic or alcohol and that this use may present a risk to their safety or that of fellow employees or the public. Reasonable suspicion standards and testing procedures shall be based on University Policy 3356-7-20, effective December 1, 2016. The University also has the right to randomly test bargaining unit employees. Drug and alcohol screening/testing shall be conducted for administrative purposes and the results shall not be used in any criminal proceedings.
- D. A supervisor who orders a drug test when there is a reasonable suspicion of the use of any drug, narcotic or alcohol shall forward a report containing the facts and circumstances directly to the Chief of the YSU Police. The employee shall be verbally advised of the reasonable suspicion at the time of the test and receive a written statement of the same reasonable suspicion within twenty-four (24) hours of the test.
- E. Test results reporting a presence of alcohol, illegal drugs, or narcotics, or the use of prescription

drugs without a prescription, or the abuse of any over-the-counter drugs will be submitted to the Chief of the YSU Police for further action. Abuse of prescribed medication shall be treated the same as non-prescribed use.

- F. All drug testing shall be conducted by laboratories certified by the State of Ohio or the federal government. All alcohol breath tests shall be administered by a trained breath alcohol technician. The procedure utilized by the drug testing lab shall include a chain of custody and control and split sample collection and testing.
- G. All specimens identified as positive on the initial drug test (screen) shall be confirmed through the use of the gas chromatography/mass spectrometry method of detection, or any other method that is professionally recognized as being as or more accurate than the gas chromatography/mass spectrometry method of detection. In the event the initial and confirmatory test results are positive, the employee is entitled to have the split sample tested in the same manner prescribed above at the employee's expense. This test will be given the same evidentiary value as the two (2) previous tests. If at any point the results of the drug or alcohol testing procedures conducted by the University are negative, all further testing and administrative actions related to drug/alcohol testing shall be discontinued.
- H. An employee who is required to submit to a reasonable suspicion drug or alcohol test will be suspended pending receipt of the test results or may be assigned duties that will not pose a threat to the employee or any other person until the results of the test are known. If the test results indicate that they were not under the influence of alcohol or improper use of drugs, the employee shall be paid for the time they were suspended, and no record of the suspension will be maintained in the employee's personnel file. However, if an incident (e.g., car accident) is linked to the reasonable suspicion resulting in the testing, a record of the incident shall be placed in the employee's personnel file. An employee who has a confirmed, positive drug or alcohol test (reasonable suspicion, random or follow-up) will be subject to disciplinary action. If the employee agrees to enter and successfully complete a rehabilitation program, the disciplinary action will not exceed thirty (30) calendar days for the first offense. Thereafter, for a period of two (2) years, the employee will be subject to periodic follow-up drug testing as well as the reasonable suspicion and random testing defined above.
- I. The random testing pool shall be made up of bargaining unit employees. Random testing may be conducted up to four (4) times in a calendar year and may include up to thirty percent (30%) of the pool.
- J. A supervisor will order drug and alcohol testing, both urine and breath alcohol, for a bargaining unit member after a vehicle accident while driving a university vehicle or operating university equipment in which one of the following circumstances has occurred:
 - 1. A fatality.
 - 2. An injury which requires transport to a medical treatment facility.
 - 3. A traffic citation issued.
 - 4. Disabling damage to one or more vehicles requires towing from the accident site.
 - 5. Reasonable suspicion, as defined in Article 20, exists to believe the employee is under the

influence.

“University vehicle or equipment” is any vehicle or equipment owned, leased or operated by the University.

20.5: If a bargaining unit member is to be questioned orally concerning possible disciplinary action by the Chief of the YSU Police or another University administrator, the employee shall be advised in advance of the general nature and reason for the questioning and that they have the right to be accompanied by a representative(s) of their choice, who may be an F.O.P. representative. The F.O.P. representative has the right to assist and counsel the employee during the meeting but may not interfere with the orderly process of the that meeting. Such meetings will be scheduled immediately before or after the employee’s work shift, or during the employee’s work shift, to the extent such scheduling is feasible. The employee will be in active pay status during such meetings.

20.6: A bargaining unit member who is involved in a departmental investigation may be required to submit to a polygraph examination. Relevant questions asked in a polygraph must be narrow and specific in scope dealing only with the matter being investigated. When a bargaining unit member is required to submit to a polygraph, the information developed from the results may only be used for administrative purposes and shall not be used for any subsequent criminal proceedings. A bargaining unit member may not refuse to submit to a polygraph examination under the circumstances listed above. If the request for the polygraph results from an accusation made by another bargaining unit member(s), the bargaining unit member required to take the polygraph may request that their accuser(s) also submit to a polygraph examination. Such requests will be granted. Polygraph examinations may not be given by employees of the YSU Police Department, the Vice President for Legal Affairs and Human Resources or any members of the Human Resources Department.

Employees under non-criminal investigation or use of force investigations shall be informed of the nature of that investigation and provided a copy of the written complaint, if one exists, within seven (7) calendar days of when the complaint is received or the determination that an investigation will be necessary, whichever event is later. Where known, employees shall be informed of all details of the investigation which are necessary to reasonably apprise the employee of the factual background of the complaint. Should the investigation include the review of video or audio recordings, the employee and his representative will be allowed to review the recordings that the Employer has obtained or is aware of after obtaining a formal written statement or report from the Employee. If during the course of the investigation additional recordings are acquired, they will be provided to the employee and such statement may be amended following the review of the recordings.

If the Employer questions an employee during a criminal investigation of one of its employees, it shall advise the employee of the criminal nature of the investigation and whether the employee is a suspect or a witness before interviewing the employee.

20.7: Suspensions and removals of non-probationary employees shall be subject to the provisions of Article 6 (“Grievance Procedure”). If a suspension, reduction, or removal is subsequently grieved, the Step 3 hearing will be optional; however, a Step 3 disposition will be issued in a timely manner. All written reprimands shall be subject to the Grievance Procedure in Article 6, but may not be advanced beyond Step 3.

20.8: If agreeable to the University, a member of the bargaining unit who is suspended shall have the option of serving the suspension or having the hours of suspension deducted from their accumulated total of vacation or compensatory hours. The University also has the option of having a bargaining unit member’s hours of suspension deducted from the member’s accumulated vacation and/or compensatory hours in lieu of the actual suspension.

20.9: The refusal of a bargaining unit member to answer questions in connection with a matter involving em-

employee discipline shall not be cause for disciplinary action against the bargaining unit member unless they have been so advised of the fact.

ARTICLE 21 UNIFORMS AND EQUIPMENT

21.1: Each member of the bargaining unit, who at the direction of the University goes armed on duty, shall be issued a standard semiautomatic duty weapon and ammunition at no cost to the bargaining unit member. Any other weapon an officer wishes to carry during a non-uniformed duty assignment must first be approved by the Chief of Police. The approved weapon will only be carried providing the officer has qualified with the weapon.

21.2: All members of the bargaining unit who at the direction of the University wear a uniform while performing their duties shall receive an initial uniform allowance of one thousand three hundred dollars (\$1,300) for officers and eight hundred dollars (\$800) for dispatchers at the time they are appointed or are directed by the University to wear a uniform while on duty. If an employee resigns or is separated from the University less than one year following their initial appointment, they shall reimburse the University on a prorated basis for the cash value of the initial uniform allowance. An employee receiving this allowance will have to wait until July of the following year to receive the next uniform allowance. For example, if an employee is hired between July 1, 2024 and July 1, 2025 they will have to wait until July 2026 to receive their next uniform allowance.

With the exception of University Dispatchers, each member of the bargaining unit who serves longer than one year and who is in work status (actively employed, on approved paid leave, or unpaid FMLA) more than fifty percent (50%) of the preceding fiscal year shall receive:

- A. An annual uniform and maintenance allowance of one thousand three hundred dollars (\$1,300) which will be paid on the pay date for the first full pay period in the month of July 2024;
- B. An annual uniform and maintenance allowance of one thousand three hundred dollars (\$1,300) which will be paid on the pay date for the first full pay period in the month of July 2025; and
- C. An annual uniform and maintenance allowance of one thousand three hundred dollars (\$1,300) which will be paid on the pay date for the first full pay period in the month of July 2026.

University Dispatchers will be paid an annual uniform and maintenance allowance in the manner described in A, B, and C above but will receive eight hundred dollars (\$800) annually.

If a bargaining unit member is on a leave of absence (paid or unpaid) at the time the annual uniform and maintenance allowances are paid out, the bargaining unit member will receive a pro-rated uniform and maintenance allowance based on their work status (actively employed, on approved paid leave, or unpaid FMLA) upon their return to work.

21.3: If the University changes the required uniform during the term of this Agreement, each member of the bargaining unit who is required to purchase the new uniform shall receive an additional initial uniform allowance of five hundred dollars (\$500).

21.4: Uniform patches shall be worn on both sleeves of the members' shirts, sweaters, jackets and coats.

21.5: Each member of the bargaining unit who at the direction of the University wears a uniform while performing their duties shall conform to all reasonable grooming and appearance standards established by the University.

21.6: Members of the bargaining unit are required to wear a bullet-proof vest that meets specifications established by the YSU Police Department. The University will purchase the vest. When currently provided vests are replaced, bargaining unit members may choose a vest other than the one specified by the YSU Police Department as long as it meets the specifications established by the department. The Chief of the YSU Police Department will be responsible for determining if alternate vests meet departmental specifications. The University will pay for the actual cost of an approved alternate vest up to the cost of the vest specified by the YSU Police Department. Any amount above the cost of the departmental vest will be paid by the bargaining unit member.

ARTICLE 22 LAYOFF AND RECALL

22.1: Whenever the University determines a reduction in the work force is necessary, the University shall determine the classification or classifications in which the layoff or layoffs will occur and the numbers of employees to be laid off within each classification.

22.2: Layoffs shall be based upon date of appointment in the classification beginning with the employees with the most recent date of full-time appointment in the classification in which the layoffs are occurring. Each employee's official personnel file in the office of Human Resources shall be the sole basis for determining their appointment dates.

22.3: If a bargaining unit member is to be laid off and the bargaining unit member previously served in a lower classification, the bargaining unit member may displace a fellow bargaining unit member in the lower classification if they have more bargaining unit seniority than the bargaining unit member to be displaced.

22.4: On the next pay day following an employee's effective date of layoff, they can be paid regular and overtime pay due, compensatory time due and accrued and unused vacation time.

22.5: The office of Human Resources shall notify each employee of their layoff and, if available, displacement rights, 14 days prior to the effective date of their layoff.

22.6: The office of Human Resources will prepare and have available for inspection a list of laid-off employees who are available for recall in each classification involving layoffs. The list will be arranged in descending order with the laid-off employee with the earliest date of full-time appointment beginning the list. Employees will be recalled in a descending order from the list beginning with the employee with the earliest date of full-time appointment. The list for each laid-off classification shall be active for 12 months.

22.7: The University will not hire new employees to perform bargaining unit duties while one or more employees who performed their duties previously are in active layoff status.

ARTICLE 23 SEPARATION

23.1: Resignations. Employees who resign shall sign and submit a resignation letter to the Chief Human Resources Officer or their designee at least two (2) weeks prior to the effective date of resignation. Employees will make a reasonable effort to provide the University an earlier notice of intent to resign whenever possible. A resignation letter, once submitted by the employee and accepted by the University, shall be irrevocable except by mutual agreement between the University and the employee.

23.2: Disability Separation. If, in the judgment of the employee's physician, or a physician designated by the University, a non-probationary employee is physically or mentally incapable of performing all the duties of their

position, and they have exhausted all paid leave and all Family and Medical leave, the University shall consider reasonable accommodations and knowledge, skill, and abilities which may transfer to a vacant position first in the bargaining unit, or outside of the bargaining unit, and the applicable rules for application for disability under OPERS. Employees may be placed on a disability separation leave.

23.3: An employee on disability separation shall retain for twenty-four (24) months the right to reinstatement to employment at the University in the classification they held at the time of separation, providing they are able to perform the duties of the position. If the individual is able to return to work and the University no longer has a position in the classification in which the individual served at the time of their separation, the University will reinstate the individual in a similar position, if one is available, in a classification for which the individual meets the established qualifications, and provided such reinstatement does not conflict with the provisions of any collective bargaining agreement entered into by the University.

23.4: Requests for reinstatement following disability separation shall be submitted in writing to the office of Human Resources no later than twenty-four (24) months from the effective date of the disability separation. The University will arrange for its designated physician to examine the employee to determine if the employee is medically capable of performing all the duties of the employee's position. The cost of the examination shall be paid by the University. The University will consider any medical information provided by the employee's physician, provided the employee has taken any action required to release or provide such information.

23.5: A bargaining unit member who severs employment with the University for any reason shall be paid in full for all unused vacation time and compensatory time at the current hourly rate of pay. The current hourly rate of pay shall include the educational increment (Article 4.5) but shall not include any shift differential.

23.6: In the event a Sergeant requests to be returned to the rank of Police Officer 2, such a request shall be granted by the University. Within thirty (30) days of the request, the Sergeant shall be adjusted in pay and classification to a Police Officer 2. The member shall not lose any classification seniority for such voluntary reduction in rank. In other words, all of the time the employee spent as a full-time Sergeant before making the request to return to the Police Officer 2 classification will count toward their classification seniority as a Police Officer 2.

In the event the request is made during an ongoing shift cycle, the Sergeant shall not bid or bump any member until the next regularly scheduled shift bid rotation, then at such time the member shall bid as a Police Officer 2 with the appropriate classification seniority. Such mid-bid cycle procedure may be modified by the University to accommodate the reduction in rank and need for supervision and shift equalization (the University may allow the reduced member to move shifts prior to shift bidding).

ARTICLE 24 RETIREMENT

24.1: A bargaining unit member who retires shall be entitled for an unlimited period of time, on the same basis as bargaining unit members, to use of the library, Bookstore discount, tickets for University functions, use of Beeghly Center and other recreational facilities. Retired bargaining unit members will be eligible to purchase a parking permit annually for the annual parking fee established by the University. Retirees, their spouses and dependent children until they reach the end of the academic year of age twenty-five (25) shall be eligible for remission of all instructional fees (see Article 30). Retirees, employees, spouses and dependent children shall pay for twenty percent (20%) of the cost of online instruction provided by the University and offered in partnership with Academic Partnerships or any successor.

24.2: If a member of the bargaining unit dies, their unremarried spouse and dependent children until they reach the end of the academic year of age twenty-five (25) shall remain entitled to the benefits specified in Sec-

tion 24.2 above.

24.3: Sick Leave Conversion. A bargaining unit member who separates and retires from the Ohio Public Employees Retirement with ten (10) or more years of full-time University service is entitled to conversion to cash payment of part of their accrued but unused sick leave.

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 an employee's record upon sick leave conversion. Such payment shall be made only once to an individual. Sick leave conversion does not apply to separation or termination other than retirement. "Retirement" as used in this section refers to retirement under the provisions of one (1) of the Ohio public retirement systems at the time of separation and requested sick leave conversion.

24.4: The University shall allow officers who retire to purchase the issued service weapon for one dollar (\$1.00) upon retirement. "Retirement" as used in this section refers to retirement under the provisions of one (1) of the Ohio public retirement systems at the time of separation.

24.5: The University shall provide all retired officers with a retirement identification card and badge. Retired officers shall be entitled to obtain weapons qualification to comply with retired officer concealed carry legislation.

ARTICLE 25 MISCELLANEOUS

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

25.2: Members of the bargaining unit shall receive a discount of twenty percent (20%) on all purchases in excess of five dollars (\$5.00) made on items sold by the University Bookstore. This discount shall be available only for goods purchased by the employee for their personal use or for the personal use of their immediate families. Abuse of this privilege shall be grounds for suspension of the individual employee's privilege. Members of the bargaining unit shall be entitled to a fifty percent (50%) discount on University Theatre tickets and a fifty percent (50%) discount will be made available for all home regular season athletics competitions competed in by YSU, unless hosted by an outside entity, for the use of the bargaining unit member or their immediate families.

25.3: Members of the bargaining unit who obtain parking permits will have regular access to University parking lots, with the exception of the visitor's lots and specifically designated spaces. The parties agree to meet and confer over any requests made by the University for additional spaces and lots needed for visitors or special events.

25.4: Members of the bargaining unit who serve on any authorized University committee and must attend meetings of the committee outside their normal working hours will be paid overtime in accordance with Article 13 for the actual hours of attendance.

25.5: Honor Guard. Honor Guard will be considered as bargaining unit members who wear the recognized Honor Guard uniform approved by the chief. If the Chief of the YSU Police Department authorizes the use of the department honor guard at any function, the member will be compensated with a minimum of four (4) hours of compensatory time or time and one half whichever is greater.

25.6: Andrews Student Recreation and Wellness Center. Members of the bargaining unit shall have access to the Andrews Recreation and Wellness Center during normal operating hours and shall be charged fees assessed by the Andrews Recreation and Wellness Center in accordance with Board of Trustees approval.

ARTICLE 26 SEVERABILITY

26.1: The parties intend that this Agreement shall in all respects be construed and applied in a manner not inconsistent with applicable statutes and court decisions and regulations properly enacted thereunder. In the event any provision of this Agreement shall be determined by appropriate authority to be contrary to any statute or regulation, such provision alone shall become thenceforth invalid and of no effect, but the remainder of this Agreement shall not thereby be deemed illegal or unenforceable. The parties agree to meet promptly to discuss any decision which renders any portion of this Agreement null and void.

26.2: Any provision of this Agreement which is found contrary to law but becomes legal during the life of this Agreement, shall take immediate effect upon the enactment of enabling legislation.

26.3: Nothing in this Agreement shall be construed to prohibit or restrict the right of the University or the F.O.P. to take action to comply with the Americans with Disabilities Act.

ARTICLE 27 NO STRIKE/NO LOCKOUT

27.1: The University and the F.O.P. agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the University and the F.O.P. to avoid work stoppages and strikes.

27.2: Neither the F.O.P. nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the University for the duration of this Agreement. The F.O.P. shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this Section, provided that the F.O.P. meets all of its obligations under this Article.

27.3: The F.O.P. shall, at all times, cooperate with the University in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause. In the event of a violation of the "no-strike" clause, the F.O.P. shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the University is in violation of this Agreement, unlawful and not sanctioned or approved of by the F.O.P. The F.O.P. shall advise the employees to return to work immediately.

27.4: A violation of the provisions of Article 27 by a member of the bargaining unit shall be grounds for disciplinary action, including removal or separation.

27.5: The University shall not lock out any bargaining unit members for the duration of this Agreement.

ARTICLE 28 CONTRACTING

The University reserves the right to contract for services. However, the University agrees that it will not lay off members of the bargaining unit in the exercise of this right.

28.1 The University retains the right to contract for services. It is not the intent of the University to contract out or subcontract bargaining unit work that will result in the layoff of bargaining unit members for reasons other than to create greater efficiencies; achieve cost savings; participate in initiatives for shared services arrangements, council of governments, the Inter University Council, other public-public or public private partnerships and consortium; to improve operational effectiveness, or as otherwise may be described in Article 8.

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

28.3 The University shall give the Union sixty (60) calendar days advance written notice of its intent to contract or subcontract out work that will result in the layoff of bargaining unit members. Within fourteen (14) days of notice from the University, the Union shall be given, upon request, the opportunity to meet with the University and discuss what options or alternatives may be available to maintain the work in the bargaining unit. The meeting shall take place within ten (10) days of the Union's request, unless otherwise agreed by the parties. Within fourteen (14) days of the parties' meeting, the Union may provide alternatives to the University's intended action for its consideration. The University will give serious consideration to the Union's alternative solution in reviewing its intended action.

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

28.5 In the event of a dispute relating to the terms of this Article, the Union shall have the right to file a grievance pursuant to Article 6.

28.6 The University may utilize the procedures contained in Sections 28.2-28.5 for a maximum of two (2) positions for the life of this Agreement that will result in employee layoffs.

28.7 The University retains the sole right to make the final determination as to whether or not to contract services that do not result in the layoff of bargaining unit members.

28.8 It is not the intent of the parties to limit the University's right to contract for major project(s) requiring outside expertise and/or that fall beyond the scope of regular bargaining unit work and/or workload.

ARTICLE 29 HEALTH AND SAFETY

29.1: The parties agree that it is the goal of the University and the F.O.P. that the University be a place in which bargaining unit members enjoy a safe and healthful environment. To accomplish this, the University will endeavor to assure compliance with all federal, state, and local statutes pertaining to health, safety, and the environment. Both parties recognize that it will be the University's responsibility to provide all bargaining unit members the necessary training, equipment, and written procedures necessary to conduct their job in a safe and healthful manner. Both parties also recognize that it will be the bargaining unit member's responsibility to follow University health and safety policies which may include the wearing of personal protective equipment and the mandatory attendance of training seminars. It is understood that all mandatory training will be offered in accordance with

the Training Leave provision of Sub Article 19 E.1. It is further recognized that any violation of University safety policies by bargaining unit members may result in disciplinary action by the University.

29.2: If a bargaining unit member feels that they have been assigned to work under unsafe or unhealthful conditions unrelated to the risks inherent in the duties of a police officer, they shall report the situation immediately to their supervisor. If the bargaining unit member disagrees with the supervisor's response to the situation, they may report the situation to the Director of Environmental and Occupational Health and Safety or their designee. The bargaining unit member(s) shall not be required to continue performing the duties in question pending the inspection by the Director of Environmental and Occupational Health and Safety or their designee, but may be assigned other duties. The bargaining unit member(s) shall not leave the campus. The Director of Environmental and Occupational Health and Safety or their designee shall inspect the situation immediately and deliver a verbal report on the scene, to be followed by a written report of the situation within three (3) days. The Director of Environmental and Occupational Health and Safety or their designee shall be empowered to order the immediate halt of any operation or activity which in their judgment is unsafe or unhealthful.

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

29.4: Contingent upon approval by the Director of Environmental and Occupational Health and Safety, every month each sworn officer shall be entitled to use the Beeghly Firing Range for no more than one (1) hour; an employee who uses this facility shall remain in active pay status and on standby status. Police officers who are off duty and who use the firing range, as provided in this article shall not be in active pay status. Access to the Beeghly Firing Range will be limited to authorized personnel designated by the Chief of the YSU Police Department during periods when the range is reserved for YSU officers.

ARTICLE 30 INSTRUCTIONAL FEE REMISSION

30.1: Children and spouses of bargaining unit members shall be granted remission for instructional fees at YSU, including out-of-state instructional fees where applicable. "Children" are the biological, legally adopted or step-children of a bargaining unit employee. Children shall be eligible for remission to the end of the academic year of age twenty-five (25). Bargaining unit members must provide any information requested by the University such as copies of marriage licenses, birth certificates and certificates of adoption to assist the University in determining that the child or spouse is eligible for tuition remission. Bargaining unit members must also properly complete the University's application/affidavit in order to receive tuition remission. Bargaining unit members shall receive remission of instructional and general fees at YSU, including out-of-state fees where applicable, for up to eighteen (18) semester hours per academic year and six (6) semester hours each summer term. Remission of the general fee shall be granted to members of the bargaining unit only. Bargaining unit members who retire during the term of this Agreement shall continue to be eligible for the fee remission described above, and their dependents (children and spouse) shall continue to be eligible for fee remission for dependents, as described above, to include remission of instructional fees. The dependents (children and spouse) of any bargaining unit member who dies during the term of this Agreement shall continue to be eligible for fee remission as described above, to include remission of instructional and general fees, until dependent children reach the end of the academic year of age twenty-five (25) and as long as the surviving spouse remains unmarried. Retirees, employees, spouses and dependent children shall pay for twenty percent (20%) of the cost of online instruction provided by the University in partnership with Academic Partnerships or any successor.

30.2: On a case-by-case basis, the University will consider requests by bargaining unit members to attend classes at YSU during normal work hours, which may include the employee's use of compensatory time, vacation or

the opportunity to work either before or after their normal work shift to compensate for the time spent in class.

ARTICLE 31 PROBATION AND PROMOTION

31.1: Probationary Periods. Each employee appointed to a position in the bargaining unit shall serve a probationary period. For University Police Officer 1 and University Police Sergeant, the probationary period shall be twelve months excluding periods of sick leave of twenty (20) sick leave days or longer, or leave without pay of more than one (1) week. For University Dispatcher, the probationary period shall be twelve months in addition to the time in training for the certification by the Ohio Peace Officers Training Council. Each probationary employee shall be evaluated in accordance with the provisions of Article 15 (“Evaluations”). If the performance of a probationary employee is deemed unsatisfactory, their employment at the University or in the YSU Police Department may be terminated with two (2) weeks’ notice during the probationary period. In lieu of the two-week notice, the University may pay the individual for eighty (80) hours at their hourly rate of pay. Separation of a probationary employee may not be grieved under the provisions of Article 6 (“Grievance Procedure”). Members of the bargaining unit who are promoted from one classification to another within the bargaining unit shall serve a six-month probationary period; if their performance is deemed unsatisfactory in the position to which they have been promoted, they will be reinstated to the position from which they were promoted, rather than being separated.

31.2: If the University fills one (1) or more positions of University Dispatcher or University Law Enforcement Supervisor, it will consider qualified applicants from within the bargaining unit before considering candidates who are not members of the bargaining unit. However, the University’s selection of a candidate to fill the position of University Law Enforcement Supervisor is not arbitrable. The University will consider the applicant’s education, related work experience, performance evaluations, and length of University service in a position or positions related to the position for which they are applying.

31.3: When the University decides to fill a vacant Sergeant position or a new Sergeant position is created, the position shall be filled by an assessment center process. Prior to the close of applications, for any assessment center process, University police officers must have a minimum of four years of service as a regular full-time University police officer to participate.

- A. The assessment shall be administered by a vendor chosen by the University with experience in police promotional assessments. An assessment panel chosen by the vendor will assess the candidates and report its findings to Human Resources. The assessment center team will consist of persons who are not and have not been YSU police department employees. Assessment center team members must have experience in law enforcement supervision in a rank of lieutenant or above.
- B. The notice of promotional opportunity shall be announced seven (7) calendar days prior to posting on the University applicant tracking system. The notice will include the date of the assessment. The announcement shall be made by a member of the Human Resources staff via an email message to all bargaining unit members. A copy of the announcement shall be posted on the FOP bulletin board. The promotional opportunity shall be posted on the University applicant tracking system for a period of seven (7) calendar days. The posting will include: the position title; duties; minimum qualifications; licenses or certifications; the announcement date and the date the position announcement closes. Only bargaining unit members who are qualified for the promotional opportunity and apply within the seven (7) calendar days period shall be assessed. A bargaining unit member requesting an assessment accommodation must submit the request in writing to the Human Resources Benefits Manager at least fourteen (14) days prior to scheduled assessment. Bargaining unit members may be required to provide additional information to support their re-

quest.

- C. Applicants shall have a minimum of fourteen (14) and a maximum of thirty (30) calendar days to prepare for the promotional assessment. All assessments shall be administered on campus.
- D. All bargaining unit members shall be notified of their individual test results within two (2) business days of the University receiving the final assessment scores.
- E. The following preferences shall be added to a candidate's assessment score:
 - 1. **Military.** Military veterans with an honorable discharge (DD-214 or DD-256) shall receive a ten (10) point preference added to their score.
 - 2. **Educational.** Candidates shall receive either a five (5) point preference added to their score for an associate degree in Criminal Justice or a related field or a ten (10) point preference added to their score for a bachelor's degree in Criminal Justice or a related field. There shall be no pyramiding of this preference.
 - 3. **Longevity.** Candidates shall receive a one (1) point preference added to their score for each year of service as a bargaining unit employee beyond five (5) years.

The maximum aggregate amount of all preference points shall not exceed fifteen (15) points.

- F. Applicants must score a minimum of seventy percent (70%) on the assessment, exclusive of any preference points, to be considered for promotion to Sergeant.
- G. Applicants shall be assessed on their knowledge of the YSU Police policies and procedures, Chapters 29 and 45 of the Ohio Revised Code and their general knowledge as a police officer.

The assessment center process shall include a minimum of two (2) exercise areas chosen by the University.

On the day of the assessment, no applicant's name will be shared with the assessment team during the assessment center process.

- H. Applicants receiving a passing score will receive preference points as defined above.
- I. An Eligibility List expires two years after the date of the first promotion that results from the assessment.

**APPENDIX A
GRIEVANCE FORM**

Grievance # _____

Date Filed _____

Filed Through F.O.P.
Grievance Committee

Filed Independently
of F.O.P.

Name of Grievant: _____

Home Address: _____

Date Cause of Grievance Occurred: _____

Statement of Complaint of Grievant: (Attach supporting documents if appropriate)

Section of Agreement Alleged to Have Been Violated:

Remedy Sought:

Grievant's Signature

_____ Date

cc: Grievant, Chief Human Resources Officer, F.O.P./O.L.C. Associate, Chief of YSU Police, Director of Labor Relations

**APPENDIX B
STANDARDS OF PROFICIENCY**

YSU/F.O.P. STANDARDS OF PROFICIENCY: FIREARMS

Armed officers who are members of the YSU-F.O.P. bargaining unit shall meet and maintain the following standards of proficiency with firearms, in accordance with the provisions of Article 16 of the Agreement.

A. General Provisions.

1. All officers will be considered in active pay status during qualifications.
2. Firearms qualifications will be conducted at least once annually.
3. At the range, each officer's weapon(s) will be inspected by the range officer before being fired by the officer.
4. The bullet load for qualifications will be the same that is carried for duty.
5. An officer may use speed loaders/speed strips or magazines to reload their weapon during qualifications.
6. Each officer's target will be scored at the range in the presence of the officer. Also, a copy of the score sheet will be provided to the officer within seven (7) days.
7. An officer who has secured the approval of the YSU Chief of Police to carry an alternate "plain-clothes weapon" in accordance with the provisions of Section 21.1 of the Agreement shall be given two (2) opportunities annually to qualify with the "plain clothes weapon." (If the weapon is a 5-shot weapon, appropriate adjustments will be made in the Qualification Requirements specified in Section C.) If an officer fails to qualify with the "plain clothes weapon," it will cease to be approved for use under the provisions of Section 21.1.
8. At the range for qualification firing, each officer will use their duty rounds as part of the ammunition required for qualification firing. Following qualification firing, they will be issued new rounds of duty ammunition for their weapon. Including duty ammunition for up two (2) speed loaders, speed strips or magazines.
9. If an officer fails to qualify with their duty weapon, they will be given two (2) hours of instruction and be given a second opportunity to fire for qualification within fourteen (14) days following the first test for qualification. If the officer fails to qualify the second time, they will receive an additional two (2) hours of instruction, and will be given a third opportunity to fire for qualification within fourteen (14) days on duty following their second firing for qualification.

B. Training.

1. The University will make available adequate firing range facilities for training purposes at least twice a month. The date(s) and location(s) of these facilities will be announced following consultation with the F.O.P. The use of the Beeghly firing range will be used when at all possible before using firing ranges off campus.
2. For training purposes, the University will make available to each officer sixty (60) rounds of ammunition of duty weapon for use in the designated training facility twice each month. If reloads are made available, they will be of similar load to duty ammunition. In addition, each officer will be provided with a target for training purposes.

- C. Qualification Requirements.** All officers will be required to satisfactorily complete a firearms qualification course approved by the Executive Director of the Ohio Peace Officer Training Council (OPOTC). The University will meet and confer with the F.O.P. before submitting any revised course to the Execu-

tive Director of the OPOTC for approval.

**APPENDIX C
CONFIDENTIAL
SCREENING EXAMINATION FORM**

TO THE PHYSICIAN:

The purpose of this examination is to determine if the participant is healthy enough to safely participate in an exercise program. Specific data are necessary to design an appropriate program for the participant. Please provide all information requested, sign and return this form to:

NAME _____ DATE _____

AGE _____ LEGAL SEX _____ HEIGHT _____ WEIGHT _____

TOTAL CHOLESTEROL _____ HDL _____ LDL _____

General physical examination abnormalities: (Please list those findings that might place the participant at risk for exercise; and attach copies of any local physical examination forms used.)

Please attach results of a symptom limited maximal exercise stress test and complete the following data:

MODE OF TESTING _____ DATE OF TEST _____

MAXIMUM WORKLOAD ATTAINED (METS, KGM, SPD, GRADE) _____

RESTING HEART RATE _____ MAXIMUM HEART RATE ATTAINED _

RESTING BLOOD PRESSURE _____ MAXIMUM BLOOD PRESSURE _____

RESTING AND EXERCISE ELECTROCARDIOGRAM INTERPRETATION

(Please attach copy)

PLEASE LIST ALL LIMITATIONS AND RISKS FOR EXERCISE (Such as: medications, diabetes, orthopedic problems, epilepsy, etc.)

I have examined the above-named participant and find them to be in good/poor health and is/is not capable of safely participating in an exercise program.

Date _____ Signature _____

Please print physician's name, address and phone number:

APPENDIX 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, 2024 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.

APPENDIX D
INSURANCE BENEFITS
(CONTINUED)

- 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, 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 1 st through December 31 st	
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 ^{2,5}	\$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 law³	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.

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

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

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

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

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

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 sup- ply)	Max copay of \$105	
Preferred Brand Home Delivery (31 to 90-day sup- ply)	Max copay of \$70	Does Not Apply
Non-Preferred Re- tail (up to 30-day supply)	Max copay of \$75	Does Not Apply
Non-Preferred Retail (31 to 90-day sup- ply)	Max copay of \$225	
Non-Preferred Home Delivery (31 to 90-day)	Mx copay of \$180	Does Not Apply
Specialty Drugs (up to 30-day sup- ply)	Applicable Drug Tier Copay applies	Does Not Apply

APPENDIX E

URINALYSIS PROCEDURES

- A. Whenever the University determines there is a need to have a reasonable suspicion drug test conducted on an employee, the employee will be notified of the test requirement just prior to collecting the urine sample. The test will be conducted onsite or at a medical facility or laboratory. The following will be screened by the test: marijuana, cocaine, PCP, amphetamines, opiates, MDMA (ecstasy), heroin, barbiturates, benzodiazepines, methadone, propoxyphene, oxycodone, hydrocodone and oxycontin. The employee will be accompanied by a supervisor of the YSU Police Department. Whenever an employee is selected for a random drug test they will be tested onsite or at a medical facility or laboratory.

- B. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. Specimen collection will occur in a private and secure setting, and the procedures should not demean, embarrass or cause physical discomfort to the employee.

- C. The employee will be provided a sealed specimen container. Within the container used for the collection will be two containers used for the transport of the specimen.

- D. The containers will be new and free of contaminants.

- E. The employee will deposit a minimum volume of urine (at least 45cc's) in a specimen cup. This will then be divided and placed in the two containers by a representative of the collection site. An employee who is unable to provide an adequate sample initially will remain under observation until able to do so.

- F. A tamper proof seal will be used on the containers.

- G. The containers will be labeled in front of the employee.

- H. Each step in the collection and processing of the urine sample shall be documented to establish procedural integrity, and the chain of evidence.

- I. Banner numbers will be used as a donor identifying number. This number will be utilized to identify the sample throughout the collection and testing phases of the urine screening. The purpose of the donor iden-

tifying number is to protect the identity of the donor providing the sample. Laboratory testing personnel will only have access to the identifying number and not the individual's name.

- J. If applicable, the supervisor accompanying the employee will be assigned by the Chief of the YSU Police Department or their designee.

- K. Positive drug screen results will be submitted to the Medical Review Officer (MRO) for prescription verification. The employee will be notified as soon as possible once results are received. The employee will be given the opportunity to provide information regarding current medications and the pharmacy in which the prescriptions were filled or the facility in which the medication was given. The information provided will then be verified and the MRO will determine if the drug screen results will be considered positive or negative. The University will be notified of the findings following the investigation. If the drug screen is considered negative, the employer copy of the chain of custody will be marked as negative and signed by the MRO.

- J. In the event the first sample shows a presence of any illegal drug or narcotic the employee shall have the option of having the second sample tested (at their own expense) at another qualified laboratory. In this event, the first laboratory will be notified that the client would like the split specimen tested and the second sample, along with all documentation and chain of custody, will be forwarded to another accredited laboratory.

SIGNATURE PAGE

IN WITNESS HEREOF, the parties hereto, by their duly authorized agents and officers, have affixed their signature on this ____ day of _____, 2024.

FOR THE FRATERNAL
ORDER OF POLICE

FOR THE YOUNGSTOWN STATE
UNIVERSITY

Eric Changet, Staff Representative
FOP, Ohio Labor Council, Inc.

Bill Johnson, President

Adam Guerrieri, FOP Associate

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