Agreement

between

YOUNGSTOWN STATE UNIVERSITY

&

***the* YOUNGSTOWN STATE UNIVERSITY CHAPTER *of* THE OHIO EDUCATION ASSOCIATION**

YOUNGSTOWN
STATE
UNIVERSITY

AGREEMENT

Between

Youngstown State University

and

The Youngstown State University
Chapter of the Ohio Education Association

2023 - 2026

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Article 1 Preamble

1.1 Agreement: This is an Agreement by and between YOUNGSTOWN STATE UNIVERSITY (hereinafter referred to as the "Administration") and the YOUNGSTOWN STATE UNIVERSITY CHAPTER OF THE OHIO EDUCATION ASSOCIATION (hereinafter referred to as the "Association"). The purpose of this Agreement is to set forth the understanding between the parties as to the terms and conditions of employment of the members of the bargaining unit specified herein.

This Agreement shall constitute the sole and entire agreement between the parties with respect to matters set forth herein; however, the parties hereby affirm that any University policies, practice or procedures not in conflict with this Agreement shall control. The provisions of this Agreement shall take precedence over any policies, practices, or procedures that are inconsistent with its terms.

1.2 Policies, Procedures, Resolutions and Handbooks: The parties acknowledge and agree that references to board, senate, and academic/administration policies and resolutions, student handbooks and any procedures thereunder do not make such referenced board, senate, and academic/administration policies and resolutions, student handbooks and any procedures thereunder subjects of bargaining.

1.3 Shared Governance: The parties recognize the importance of the statement of shared governance as developed by the YSU Excellence Steering Committee and endorsed by the Academic Senate, "Principles and Practice of Shared Governance" (November 1, 2017) and adopted by the YSU Board of Trustees on December 7, 2017. However, both parties agree that Article 1.3 shall not be subject to the grievance procedure.

Article 2 Recognition and Scope of Unit

2.1: Exclusivity: The Administration recognizes the Association as the exclusive bargaining agent for the members of the bargaining unit described below. An employee may request the presence of an Association representative at an investigatory interview with Administration. An employee who wishes to bring a representative other than an Association representative to a meeting with Administration can seek permission to do so from Administration. Individual contracts of employment with members of the bargaining unit shall in all respects be consistent with this Agreement, which shall be deemed incorporated by reference in such individual contracts. The parties agree to cooperate with each other in the administration and the enforcement of this Agreement.

2.2: Scope of the Unit: The bargaining unit shall include the following:

- Individuals with earned faculty rank, on contract, and attached to academic departments, whose primary duty is teaching and/or scholarship and/or service, including directing or coordinating academic activities and/or programs and performing non-supervisory administrative assignments, which includes all full-time faculty under the types of contracts listed in Article 29.2, and faculty on prorated contracts whose effective date of appointment falls within the academic year.

2.3: Exclusions: The bargaining unit shall not include, and benefits provided by this Agreement shall

not apply to, the following:

- adjunct faculty, including those who are offered part-time instructional appointments.
- part-time faculty who do not hold adjunct status.
- heads/directors of non-academic departments or programs.
- administrators at the level of department chairs, directors of schools, and above, including but not limited to assistants to the deans, assistant and associate deans, deans, assistant and associate vice presidents, vice presidents, assistants to the president, and the president.
- athletic coaches.
- Director of Faculty Relations.

2.4: Definition: The terms "faculty," "faculty member," "full-time department faculty member," and "member of the bargaining unit" wherever used in this Agreement are to include only those faculty members who are included in the bargaining unit pursuant to this Article 2.

2.5: Administrative Participation in Department Matters: Administrators other than Department Chairs who hold earned rank and tenure in an academic department shall be eligible to participate in recommendations on personnel matters (e.g., promotion, tenure, selection of Department Chair) unless, by virtue of their administrative responsibilities, they can shape, affect, or alter the outcome of such recommendations beyond the department.

Article 3 Term of Agreement

3.1 Term: This Agreement is effective at Midnight on August 21, 2023 and shall expire at 11:59 p.m. on August 20, 2026.

3.2 Successor Agreement: On or before September 15, 2025 either party may notify the other that it wishes to renew or modify this Agreement. In this event, the parties shall meet no later than December 31, 2025 to negotiate with respect to a successor Agreement.

Article 4 Salaries, Salary Increments, and Rates of Pay

4.1: Salary Minima for Ranks: There shall be six (6) ranks among the full-time teaching faculty. For the life of the 2023 - 2026 Agreement, each rank shall have a Base-Salary Minimum (BSM) for nine-month contracts as follows:

Professor	$80,829
Associate Professor	$69,026
Assistant Professor	$57,886
Principal Lecturer	$55,000
Senior Lecturer	$50,882
Lecturer	$44,443

Salary Increases: Each continuing member of the bargaining unit shall receive the salary increases listed below for each academic year within the term of this Agreement.

For the 2023-24 academic year, the increase shall be 2% of the previous nine (9)-month salary plus a $1,000 lump sum payment to be paid by December 31, 2023.

For the 2024-2025 academic year, the increase shall be 2% of the previous nine (9)-month salary plus a $1,000 lump sum payment to be paid by December 31, 2024.

For the 2025 -2026 academic year, the increase shall be 2.5% of the previous nine (9)-month salary.

Salary increases are subject to the salary minima provided by Article 4.1.

STRS "Salary Reduction Pick-Up": The University will continue the STRS "Salary Reduction Pick-Up" implemented on September 15, 1984. This means that the University will continue to reduce each faculty member's salary by the amount of the STRS employee contribution and with the amount of salary reduced, pay the employee's contribution as an employer's contribution to STRS. The "Salary Reduction Pick-Up" will be uniformly applied to all members of the bargaining unit as a condition of employment. If subsequent changes in STRS regulations, state or federal law, or governing state or federal tax regulations nullify the "Salary Reduction Pick-Up," the "Salary Reduction Pick-Up" will cease in accordance with the revised regulations or law, and the University will have no residual obligation to members of the bargaining unit related to the "Salary Reduction Pick-Up." The Salary Ranges specified in Article 4.1 above shall apply to faculty salaries before the application of the STRS "Salary Reduction Pick-Up." The "Salary Reduction Pick-Up" shall be applied to any other payments made to faculty members by the University during the term of this Agreement and determined by STRS to be compensation for retirement purposes.

Alternative Retirement Program (ARP): For faculty members selecting the ARP, the University shall reduce their salary by the applicable STRS rates. The University shall also contribute a designated amount to the ARP as well as a mandatory contribution to STRS in compliance with STRS rates.

Promotion: During the term of this Agreement, each person who is promoted in academic rank shall receive a salary increase as follows:

For promotion to Senior Lecturer: $2,400
For promotion to Principal Lecturer: $2,400
For promotion to Associate Professor: $3,900
For promotion to Professor: $5,400

Distinguished Professorship (DP) Awards: Each year, up to fifteen (15) persons shall be selected as Distinguished Professors. These shall be allocated as follows: five (5) on the basis of excellence in teaching, five (5) on the basis of excellence in scholarship, five (5) on the basis of excellence in service. Any unfilled slots in these categories may be used in another category at the discretion of the selection committee, described below.

Overall contributions to the University in teaching, scholarship, and service will be considered as defined in Appendix C. However, for the purposes of this Article only, service will also include public service, which means discipline-related public service or community-associated professional activities consistent with the University's mission and goals statement.

Eligibility for DP Awards shall be restricted to faculty members in the bargaining unit. Faculty on Term contracts for fewer than five years or on Visiting or Postdoctoral contracts are not eligible for DP Awards.

One may nominate oneself for a DP Award or may be nominated by another, so long as the nominator is not a student at the time nominations are made. The deadline for nomination is January 20. Nominations shall be in the form of a letter addressed to the Office of the Provost indicating the name, rank, and department of the nominee, a brief narrative supporting the candidate's nomination, and a statement of the category for which the candidate is nominated. Nominees will be notified by January 25 of their candidacy and shall provide an abridged curriculum vitae of up to three (3) pages in length, and up to ten (10) additional pages of supporting information or materials by February 1. Additional letters of support are not required but may be submitted in excess of the ten (10) pages of support materials. Nominees who fail to return the required additional documents prior to the deadline and letters of recommendation received after the deadline will not be forwarded to the committee for consideration. This material shall be submitted electronically.

If the individual has received a previous DP Award in a category for which he or she is nominated, the content of the abridged CV and supporting information or materials must reflect only the time since receipt of the most recent previous award in that category. The Chair shall be notified by the Provost of those faculty members in their department who have been nominated and shall be given the opportunity to make recommendations upon those individual nominations.

Individuals are restricted from consideration for a DP Award in the same category no sooner than the third

(3rd) year since previously receiving an award in that category (e.g., if an individual receives a DP Award in Teaching in 2023-2024 academic year, that individual could not be nominated for a DP award in Teaching until the 2026-2027 academic year). Being selected for a DP Award in one category does not prohibit an individual from being awarded a DP Award in another category in a subsequent year. There shall be no other limit on the number of times an individual may receive the award.

DP Award recipients shall be selected through a two-stage selection process. By February 1 each college shall elect a Distinguished Professor Review Committee of no fewer than three (3) and no more than five (5) members, with the actual number of members for each college determined by the Dean. The Dean shall solicit nominations from the full-time faculty within the college and hold an election to determine who shall comprise the committee.

By February 20 the college-level Distinguished Professor Review Committee shall forward their recommendation on each of the nominees in ranked order, with written rationale for the ranking, to a university-level Distinguished Professor Selection Committee. The latter committee shall be comprised in the following manner. Each Dean shall submit the names of the three (3) individuals who received the highest number of votes to the Provost and the YSU-OEA President who shall alternately select to complete a committee with representation from all of the five colleges. The sixth member of the committee and its Chair shall be the Provost or the Provost's designee. Faculty members nominated for a DP Award and the nominators are ineligible to serve on a college-level DP Review Committee or the university-level DP Selection Committee during the year of their nomination. Furthermore, recipients of a DP Award are ineligible to serve on a college-level DP Review Committee or the university-level DP Selection Committee in the year following the award. The Provost and Union President must announce the names of DP Selection Committee members by February 15.

By March 20, the university-level Distinguished Professor Selection Committee shall have completed their deliberations and made final determinations of award recipients. Furthermore, the committee shall provide a one-paragraph summary of excellence in the given category for each award recipient. The summary shall include rationale supporting the award and shall be publicly released at the announcement of the awards and read at the spring semester Faculty Awards Dinner. The Provost shall notify all nominees of the committee determination by April 1.

Each Distinguished Professor Award recipient shall receive a $2,500 one-time lump sum payment to be made by June 1.

Distinguished Professor: Faculty members who have received the DP Award in all three areas will be eligible to apply for the special title of Distinguished Professor. Application shall be made by letter to the Provost along with verification of the required number of Distinguished Professor Awards. A faculty member receiving the title of Distinguished Professor shall also receive a cash award of $3,000 before June 1. As with the DP Award, this cash award will be paid as a one-time lump sum payment.

Summer Assignments:

1. General: Summer teaching assignments within a department shall generally be offered on a rotating basis so that all full-time members of the department shall have summer teaching opportunities equally without preference as to rank, contract type, tenure status, and years of service subject to the need of the department for teaching.

   If an individual's assigned course does not meet the required minimum enrollment and the course is not taught as a result, the individual will be considered as having received a summer teaching opportunity.

   An individual may not teach in the summer as a substitute for teaching in one or more semesters of the regular academic year.

2. Summer teaching assignments shall be offered to full-time faculty over part-time faculty.

3. Written notice of assignment to summer teaching will be sent to the faculty on or about March 1 of each year. If the faculty member plans to accept the assignment, they shall notify the Administration within two (2) weeks after receipt of the notice of assignment. No courses shall be cancelled due to low enrollment unless the faculty member of record, in consultation with the Chair, determines that they do not wish to teach it within two (2) weeks after receipt of the notice of assignment. In such a case, the Chair may offer the course to another qualified fulltime faculty member. If no other full-time faculty members elect to teach the course, the Chair may teach it. If the Chair does not elect to teach the course, they may offer the course to a qualified part-time faculty member. If no one elects to teach the course, it shall be cancelled.

4. Effective Summer 2024, each bargaining unit faculty shall be compensated for summer teaching as follows:

   Faculty teaching undergraduate courses with enrollment of 15 or more as of 6:00 a.m. on the first day of the class shall receive $2,250 per teaching hour.

   a. Faculty teaching undergraduate courses with enrollment of 11 through 14 as of 6:00 a.m. on the first day of the class shall be paid $1,900 per teaching hour.
   b. Undergraduate courses with enrollment of 7, 8, 9 or 10 students as of 6:00 a.m. on the first day of the class shall receive $1,550 per teaching hour.
   c. Undergraduate courses with enrollment of 6 or fewer as of 6:00 a.m. on the first day of the class shall be compensated by the formula (SCH/15) multiplied by $1,550.
   d. Faculty teaching graduate classes and graduate/undergraduate swing classes with enrollment of 9 or more as of 6:00 a.m. on the first day of the class shall receive $2,250 per teaching hours.
   e. Faculty teaching graduate or swing courses with enrollment of 7 or 8 as of 6:00 a.m. on the first day of the class shall be paid $1,900 per teaching hour.
   f. Graduate or swing courses with enrollment of 5 or 6 students as of 6:00 a.m. on the first day of the class shall receive $1,550 per teaching hour.
   g. Graduate course or swing courses with enrollment of 4 or fewer as of 6:00 a.m. on the first day of the class shall be compensated by the formula (SCH/9) multiplied by $1,550.
   h. For courses in which workload hours (WH) are already enrollment-defined on a per capita basis during the academic year (IN, IS, and CO), the faculty member shall be compensated at a rate of $2,250 per WH. The census date for these types of course classifications is one month after the start of the summer term during which the course is held.
   i. For web-based courses and those without set days or times, 6:00 A.M. on the first Tuesday of the summer session in which the course is offered shall be considered the census date.

4.7: Initial Appointment: An individual may be appointed at a salary and academic rank appropriate to their experience and qualifications as determined by the Administration with due consideration of the rank, salary, years of service, and qualifications of other faculty members in the department.

4.8: Overload Pay: A faculty member who is assigned and completes an overload assignment as defined below shall be paid $1,250 for each WH of overload performed.

A tenured or tenure-track faculty member shall not, without their consent, be assigned more than twenty-four

(24) WH during the two semesters of any academic year or more than fifteen (15) WH during any semester. A Lecturer or Senior Lecturer shall not, without their consent, be assigned more than thirty (30) WH during the two semesters of any academic year or more than seventeen (17) WH during any semester, or the equivalent, where WH are calculated according to the terms of the 2023-2024 academic year. A faculty member shall be free to accept or reject without prejudice any overload assignment above the WH limits described in this Article. For full-time faculty employed for only a part of the academic year, overload compensation shall be paid for an assignment of more than fifteen (15) WH in a semester for non-lecturers and seventeen (17) WH for Lecturers or Senior Lecturers.

For full-time faculty employed for the academic year, overload compensation shall be paid for an assignment of more than twenty-four (24) WH for those faculty assigned twenty-four (24) WH and overload compensation shall be paid for an assignment of more than thirty (30) WH for faculty assigned thirty (30) WH.

In instances where a faculty member only teaches face-to-face classes or a combination of face-toface and online classes, they shall not be assigned more than 800 Student Credit Hours (SCH) in any given semester without grading assistance, unless they teach no more than three (3) courses.

4.9 Substitute Pay: The Chair may require a full-time faculty member to substitute for one class for another faculty member for up to one week without pay. However, a faculty member qualifies for overload payment when they substitute for a colleague for a longer duration and the assignment
results in total fall and spring workload exceeding 24 (tenure/tenure-track) or 30 (term) WH. For such service, the substituting faculty member shall be paid a sum to be prorated in accordance with this Article. For purposes of computation, one (1) full week of classes equals one-sixteenth (1/16) semester. In instances in which there is only one faculty member qualified to teach a course, the Chair may require the faculty member to serve as a substitute. This includes summer term in cases in which the substitute faculty member is under contract or with the faculty member's permission.

Salaries for Faculty on Grants: If a faculty member receives a grant from a source outside the University as a result of a grant proposal/request approved in advance by the Administration and if the approved grant provides for a nine-month salary or any fractional part of the nine-month salary to be higher than the faculty member's regular salary or for summer pay higher than the rate of summer pay established by Article 4.6, the higher salary or rate of pay shall govern, providing the higher salary or rate of pay conforms to the guidelines and/or regulations of the granting authority and/or applicable state or federal regulations. The higher salary or rate of summer pay shall last only for the duration of the grant; at the termination of the grant-supported activity, the faculty member's salary shall revert to the level it would have been if the individual had not been awarded the grant. The higher salary or rate of pay shall be contingent upon actual receipt by the University of grant funds approved by the granting authority to support the salary or pay differential and fringe benefit costs related thereto.

If a faculty member receives or is included in a grant from a source outside the University as a result of a grant proposal request approved in advance by the Administration, and if the approved grant provides for an overload payment rate greater than $1,250 for each WH of overload performed, the higher rate of pay shall govern, providing the higher rate conforms to the guidelines and/or regulations of the granting authority and/or applicable state or federal regulations. Payment will be made on the last payday of the academic year in which the overload was completed. Reassigned time that has been properly approved by the Dean and the Provost does not preclude overload payment.

Certification Deficiency: If an individual appointed to the faculty during the term of this Agreement lacks the certification, training, education, or experience required for the conferral of tenure, the University's expectations shall be specified in writing in the transmittal letter of initial appointment. Such formal requirements will not be modified during the faculty member's probationary service unless a change is agreed to mutually and reduced to writing.

Endowed Chairs: For faculty members who are appointed to an endowed Chair, the provisions of Article 4.1 shall not apply, and the salary increases specified in Article 4.2 shall be minimum increases.

Intra-University Transfer: A member of the bargaining unit is entitled to apply for a position in any academic department without being required to resign. An individual who applies for a position in an academic department, who is offered the position, and who agrees to accept the offer shall be considered as having voluntarily transferred; and they shall retain their tenure and all years of service, including the year of application. The individual shall receive the salary of the new position; there shall be no decrease in salary or rank.

Faculty Supplement for International Field Classes: Full-time faculty engaged in teaching regular for-credit YSU courses at international sites shall be subject to all applicable Agreement provisions (syllabus, office hours, returning graded work to students, etc.). Faculty shall be subject to University regulations regarding flexibly scheduled classes (if applicable). Faculty shall be free to accept or reject such teaching assignments without prejudice. Should the international field course trigger an administratively approved overload assignment, the faculty member shall receive overload compensation in accordance with Article 4.8. In addition to overload pay (if applicable), participating faculty members shall receive supplemental pay of up to a maximum of $1,000 per course. The exact amount shall be determined jointly by the faculty member and the Administration. Factors that may be considered in determining the amount include duration of foreign travel, credit hours of the course, and number of students enrolled.

Article 5 Insurance Benefits

5.1: Summary of Coverage:

A. Eligibility: All group insurance benefits provided in this Agreement and described in the health, dental, and life insurance booklets shall be available to the following eligible employees and their dependents except as expressly identified within this Agreement: all permanent fulltime 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 D of this Agreement. Members of the bargaining unit will annually have the right to choose to enroll in the plan during the open enrollment period established by the Administration.

C. Working Spouse/Coordination of Benefits:

1. Working Spouse Coverage Obligations

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

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

b. The requirement of subsection (a) does not apply to any spouse who works less than 25 hours per week AND is required to pay more than 50% of the single premium funding rate OR $300 per month, whichever is greater, in order to participate in Employer Coverage.

c. An employee's spouse who fails to enroll in Employer Coverage, as outlined above, shall be inel-

igible 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. It is the employee's responsibility to advise the University's Human Resources Benefits Manager immediately (and not later than thirty (30) calendar days after any change in eligibility) if the employee's spouse becomes eligible to participate in Employer Coverage. Upon becoming eligible, the employee's spouse must enroll in Employer Coverage unless they are exempt from this requirement in accordance with the exemptions stated in this section.

3. Every bargaining unit member whose spouse participates in the University's group medical and/or prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether their spouse is eligible for and enrolled in Employer Coverage. If any bargaining unit member fails to complete and submit the certification during the annual certification process, such bargaining unit member's spouse will be removed immediately from University Coverage. Any information not completed or provided on the certification form may be requested from the employee.

4. If a bargaining unit member submits false material information or fails to timely advise the Human Resources Benefits Manager of a change in the eligibility of the employee's spouse for Employer Coverage within thirty (30) calendar days of notification of such eligibility, and such false information or failure results in the provision of University Coverage to which the employee's spouse is not entitled, the employee's spouse will be disenrolled from University Coverage. Such disenrollment may be retroactive to the date as of which the employee's spouse became ineligible for plan coverage, as determined by the administrator for the University Coverage. The administrator shall provide at least thirty (30) calendar days advance written notice of any proposed retroactive disenrollment. In the event of retroactive disenrollment, the bargaining unit member will be personally liable to the applicable University Coverage for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the University Coverage as a result of the false information or failure. Additionally, if the bargaining unit member submits false information in this context, the employee may be subject to disciplinary action, up to and including termination of employment.

5. The details of the working spouse limitations and coordination of benefits requirements are available upon request from the Human Resources Office.

6. For purposes of salary deduction toward premium cost sharing, in families in which both spouses are employed by YSU, the higher paid employee shall bear the salary deduction. They shall have the option either to be treated as only one employee, employee plus one, or family, or to select individual coverage and for each to pay the single salary share of the premium.

7. If one spouse works for YSU and the other does not, their children may remain on the YSU insurance. If both spouses work for the University, in the case of family coverage, the higher-paid employee pays for the employee plus one (1) or family coverage.

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

D. Coverage Levels, Additional Plans, and Additional Coverage Features: Administration will offer a plan with coverage that is equal to or greater than the Preferred Provider Organization Plan as detailed in Appendix D. The Administration shall implement changes recommended by the Health Care Advisory Committee and approved in accordance with section 5.6. Such changes subject to the recommendation of the Health Care Advisory Committee shall include, but not be limited to, adding or removing additional health care plans or altering any benefits associated with them, such as the terms of a University-administered Health Savings Account (HSA).

E. Booklets: Eligible employees shall be able to access information regarding coverages online via the ven-

dor's websites.

F. Health Care Budgets: Administration 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: Administration 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. Administration will maintain current funding of the Wellness Program during the term of this Agreement.

5.2: Premium Sharing: Eligible bargaining unit members who choose to enroll in the University's health insurance plan will contribute the following percentages of the Fully Insured Equivalent or such other calculation as detailed in Appendix D or such lesser percentage that the University charges to any other employees, for medical, dental, vision and prescription drug benefits:

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

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

Dental Coverage: For the duration of the Agreement, Administration 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.

Vision Care: For the duration of this Agreement, Administration 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.

Right to Alter Carriers: The Administration 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.

Health Care Advisory Committee (HCAC): The Administration and the Association support the establishment of the University Health Care Advisory Committee, as provided for in the Health Care Advisory Committee Policy and Guidelines. The HCAC shall recommend options that are mutually beneficial to employees and the University. The Association 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.

Section 125 and Premium Pass-Through Benefits: Administration 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 signup fees for employees. Monthly administrative charges, if any, for the TPA shall be paid by payroll deduction by those employees selecting this benefit. Employee contributions under Section 125 shall also be made by payroll deduction up to the maximum allowable amount for the Flexible Spending Account and the Dependent Day Care under applicable federal regulations per account. An individual selecting this plan shall participate in the plan from January 1 to December 31.

Life Insurance — Active: Administration 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.

Long-Term Disability Benefit Policy: Administration 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.

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.

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

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
Sabbaticals and Faculty Improvement Leaves

Introduction: In accordance with the provisions of Ohio Revised Code (O.R.C.) 3345.28, members of the bargaining unit may be granted leave to undertake further education, to carry on scholarship, to secure appropriate professional experience, or to perform discipline-related community service.

The purpose of this leave is to enhance the faculty member's performance in teaching, scholarship, and service to the University. The administration of this program is intended to be in full compliance with the provisions and revisions of the O.R.C., with applicable court decisions, and with all rules promulgated under the statutory authority of state agencies, including the State Teachers Retirement System. For faculty members who remain in the greater Youngstown area during the period of Sabbatical or Faculty Improvement Leave (FIL), leave-related income will be forwarded to the University within thirty (30) days after completion of leave.

For those faculty who are required to establish and maintain a residence outside the greater Youngstown area for three (3) months or longer during the leave period, leave-related income in excess of 150% of budgeted salary will be reported and forwarded to the Administration. Subsidy for travel related to leave activities shall not be included in this determination.

The faculty member's fringe benefits, STRS status, and all other rights and privileges shall remain in effect during the leave as though the individual were not on leave. The restrictions on leave- related income shall not apply to income used by the faculty member to offset leave-related expenses; faculty members who have such income offsets shall file a report with the Administration, providing auditable documentation of leave-related income and offsets, within thirty (30) days following return from a Sabbatical or FIL. Provisions of Article 27.4 apply to nonleave related income for faculty on Sabbatical/FIL.

Duration, Pay, and Number: A faculty member may be granted a Sabbatical for a given academic year or a Faculty Improvement Leave for a single term during the regular academic year. The individual on FIL shall receive 100% of base salary. Faculty on a sabbatical leave shall receive salary according to the following schedule:

- For salaries up to $75,000, the faculty member shall receive 100% of base salary.
- For salaries between $75,000 - $83,333 the faculty member shall receive $75,000.
- For salaries over $83,333 the faculty member shall receive 90% of base salary.

Definitions: For the purpose of this article, a faculty member is a member of the bargaining unit; "academic years of service" are those fiscal years during which a faculty member was under contract and provided full-time service to the University during the fall and spring semesters.

General Provisions: Sabbatical and FILs are to be regarded as two different types of leave. Nontenure track faculty are not eligible for Sabbaticals. Tenure-track faculty, Tenured faculty, Senior Lecturers and Principal Lecturers are eligible for FILs.

To be eligible for an initial FIL, a qualifying faculty member must have completed three (3) academic years of service at YSU since joining the full-time faculty.

To be eligible for a Sabbatical or subsequent FIL, a faculty member must meet the following two (2) conditions: seven (7) complete academic years of service performed at YSU since joining the full-time faculty or since the completion of any previous Sabbatical or FIL and the submission of any required report detailing the faculty member's professional activities in any previously approved Sabbatical or FIL leave. Only tenured full-time faculty are eligible for Sabbaticals.

In case of a deferred leave, the intervening year(s) of service between approval of a Sabbatical/FIL and the year it is taken shall count toward the years required for any subsequent Sabbatical/FIL.

For such leaves, a year during which an earlier FIL or a Sabbatical was taken is not to be counted as service for Sabbatical/FIL purposes.

Normally, in academic departments with eight (8) or fewer members of the bargaining unit, no more than one

(1) person may be on Sabbatical or FIL during any single semester; in departments with nine (9) to sixteen (16) members of the bargaining unit, no more than two (2) persons may simultaneously be on Sabbatical or FIL during any single semester; and in departments with seventeen (17) or more members of the bargaining unit, no more than three (3) persons may simultaneously be on Sabbatical or FIL during any given semester.

The Provost may approve additional Sabbatical and FIL beyond these departmental limits when they determine that the needs of the department can still be met. For this calculation, the number of persons in any given department shall be the number of bargaining unit members under contract in that department as of the 15th day of the fall term of the academic year of application. The Administration shall make every reasonable effort to secure qualified temporary staff to cover a faculty member's responsibilities during a year for which they are approved for leave. Only if this effort fails shall the Administration defer a leave on the grounds that the faculty member's services are essential.

Approved Sabbaticals or FIL may only be deferred for up to one (1) year, or at the option of the faculty member, up to two (2) years with approval of the Chair. If a sabbatical/FIL is deferred at the request of the administration or faculty, the year during the deferral counts towards the years in service for the next application for a sabbatical/FIL.

A recipient of a Sabbatical or FIL shall return to the University for a minimum of two (2) complete academic years following completion of a Sabbatical, and a minimum of one (1) complete academic year following completion of a FIL. If a faculty member resigns or retires from the University before the completion of the return period, they shall reimburse YSU the salary paid by YSU during the leave period. Leave recipients who fail to return to YSU for the specified period following completion of the leave shall be permitted to arrange a schedule of payments over a period not less than two (2) years and not to exceed four (4) years. The final agreement is subject to approval by the Provost.

6.5: Procedures: For Sabbatical and FIL the following procedure is established. An applicant for leave under the provisions of this article shall complete an Application for Sabbatical or FIL and submit the form to their Chair no later than September 15 of the year preceding the academic year of proposed leave. If an applicant for a Sabbatical or FIL receives additional information relevant to their application after having applied, they may forward that information to the Provost for transmission to the Sabbatical/FIL Committee, provided the information is given to the Provost no
later than October 15.

The applicant shall indicate whether they want either a Sabbatical or an FIL. If the applicant seeks a Sabbatical but feels that the activities proposed could be modified to accommodate a FIL, they may submit separate requests for a Sabbatical and an FIL. Applicants for FILs shall indicate the semester for which they seek the leave and if they will accept a leave if granted for the other semester. The Department Chair shall review all requests, shall make a written recommendation on each, shall forward all requests to the Dean by October 1, and shall provide a copy of the recommendation to the applicant.

The Sabbatical/FIL Committee shall be named by September 30. By October 15, the Dean shall forward all applications with their recommendations to the Sabbatical/FIL Committee and shall provide a copy of the recommendation to the applicant.

The Sabbatical/FIL Committee shall consist of seven (7) individuals. The Provost shall appoint four (4), two (2) of whom shall be members of the bargaining unit and former recipients of the Distinguished Professorship Award and/or Sabbatical(s) or FIL(s). The President of the Association shall appoint the remaining three (3) committee members. Each academic college shall be represented on the committee. Current applicants for a Sabbatical or FIL shall not be eligible to serve on the Sabbatical/FIL Committee. An applicant shall appear before the Sabbatical/FIL Committee to provide information and to answer questions concerning the leave application.

The Sabbatical/FIL Committee shall select its own Chair, shall review applications and recommendations, shall submit its recommendations to the Provost, and shall notify all applicants of its recommendations by November 15. By December 15, the Provost shall notify all applicants of the disposition of their application(s) and announce the names of leave recipients. Individuals whose names are deleted from the list shall have the opportunity to meet with the Provost and the President of the Association for explanations. Added and deleted names shall be forwarded to the committee. The Sabbatical/FIL Committee will designate three (3) ranked alternates for the Sabbaticals and one (1) alternate for the FILs. An alternate will be offered a leave if a person originally recommended does not accept the leave.

A faculty member whose request for a Sabbatical or FIL has been deferred by the Administration shall be notified of such deferral February 1.

6.6: Appeal: An individual who has been denied a Sabbatical or FIL after being recommended by the Sabbatical/FIL Committee may file an appeal with the President of the University in writing no later than fifteen (15) days after the meeting with the Provost referred to in Article 6.5. The President shall appoint an appeals panel within fifteen (15) business days after receipt of the appeal. The appeals panel shall consist of two (2) members designated by the President of the University, two (2) by the President of the Association, and one (1) additional member chosen by the four to serve as Chair.

Faculty members in the appellant's department and persons who have made formal recommendations on the leave request shall be ineligible to serve on the appeals panel. The panel shall examine the merits of the leave request and the rationale for the denial. The appellant shall have the right to appear before the panel; the appellant and the Association shall have access to documents reviewed by the panel. The appeals panel shall submit its recommendation to the President of the University, the President of the Association, and the appellant within thirty (30) days from the date that the fifth member of the panel is selected. Should the panel fail to submit a recommendation, the Provost's decision shall stand.

The President of the University shall rule upon the recommendation within fifteen (15) days after receiving it. The President shall inform the appellant, the appeals panel, and the Association of their ruling. The decision of the President shall be final and binding on all parties. However, a bargaining unit member who believes that the procedures described in this article have not been followed may file a grievance under the provisions of Article 8 (Grievance Procedure).

Change in Activities: If, after receiving approval for a Sabbatical or FIL, there is a significant change in the activities undertaken by the faculty member (e.g., changes in project site, topic, or mentor), the faculty member must submit a revised application to the Provost within fifteen (15) days of any such change. Similarly, the University may require the faculty member to submit a revised application within fifteen (15) days of receipt of notice from the University if there is a significant change in the activities undertaken by the faculty member. The revised application will be forwarded by the Provost to the Sabbatical/FIL Committee that originally reviewed the application. The Sabbatical/FIL Committee shall make a recommendation to the Provost to either continue the leave based on the revised application or to terminate the leave at the end of the academic term in which the revised application is received by the Committee. The Provost shall promptly notify the faculty member of their decision.

Report: Within sixty (60) days of the beginning of the term following completion of the leave, the faculty member shall submit to their Chair a report detailing their professional activities during the leave and addressing the criteria proposed in the application. The Chair shall review the report and forward it to the Dean, who shall forward it to the Provost. The report and original application shall be inserted into the faculty member's personnel file, and Faculty Success Technology Platform (FSTP) or any successor platform. The University shall not disseminate a copy of the report to anyone outside the University without the written permission from the faculty member, except under the legally required provisions of a public records request. Within one year after completion of the leave, the faculty member will also share a report of their professional activities during the leave with their colleagues in the department and/or the college.

Article 7
Leaves

General: In addition to Sabbaticals and FILs pursuant to Article 6 of this Agreement, and other leaves of absence in accordance with law, a faculty member may be granted leave in accordance with the provisions in this article. A faculty member's application for any such leave shall be submitted within scheduled deadlines established by this Agreement, if such deadlines exist. If deadlines do not exist, an application should be filed in a timely manner. Applications for such leave shall be supported by all appropriate documentation.

Each faculty member is provided with an electronic report of their accumulated leave balances. Each pay period, faculty members shall utilize the University's electronic leave reporting system to report usage and non-usage of leave.

For the purpose of this article, years in rank, service before or after Sabbatical or FIL, nominal rate of pay will continue to accrue uninterrupted for one (1) year.

Paid Leaves: A paid leave is a period of time that one is to be away from their primary job, while maintaining the status of employee with pay. This term is in contrast to normal periods away from the workplace, such as sabbaticals, and "working from home" programs, in that the latter are considered to be exceptional circumstances, rather than benefits. Generally, such an arrangement has a predefined termination at a particular date or after a certain event has occurred.

Insurance benefits shall be maintained for the duration of the leave provided the faculty member continues to pay any employee medical, vision and dental contribution and provided the faculty member continues to pay to the University any premiums for voluntary life insurance and voluntary long-term disability coverage.

1. **Sick Leave:** Sick leave is the authorized absence of a faculty member with pay because of personal illness, complications due to pregnancy or birth, injury, exposure to contagious disease that could be communicated to other employees or students; because of illness or injury of a member of the employee's immediate family that requires the attendance of the employee; or because of a death in the employee's immediate family. A full-time faculty member may use up to four (4) days of sick leave each academic year for personal reasons not necessarily associated with an illness or injury to the employee or an immediate family member. While teaching a summer session, a maximum of one additional personal day is permitted. When using personal days, the faculty member shall make a reasonable effort to arrange acceptable alternatives for all classes that may be missed. It is the faculty member's responsibility to notify the Chair of the alternative arrangements.

    a. **Sick Leave Accrual and Use:** Each full-time member earns one hundred twenty (120) hours of sick leave per year, at the rate of 13.333 hours for each month, or 6.67 hours for each pay period, of the academic year. Sick leave is cumulative without limit. Sick leave may be used in increments of one (1) hour. When using sick leave, whenever possible, the faculty member will promptly notify their Department Chair prior to the absence and advise of the estimated duration of absence. Additional provisions

regarding the use of sick leave are described below:

i. Sick leave may be used during any period of time in which the faculty member is under contract to perform services for the University.

ii. A continuous period of sick leave commences with the first day of absence and includes all subsequent days until the employee returns to work. Saturdays and Sundays (if the employee is not scheduled to perform services), and official holidays established and/or observed by the University shall not be counted. During any week, the maximum number of days of sick leave charged against any employee shall be five.

iii. The University reserves the right to require a physician's certification or other verification in instances of five or more consecutive days of paid sick leave. When such certification or verification is required, it shall be provided to the Benefits area of the Office of Human Resources.

iv. All unused sick leave accumulated before the date of this Agreement shall be available for use by the employee pursuant to state law.

b. **Emergency Sick Leave Reserve:** The Administration and the Association support the continued operation of an Emergency Sick Leave Reserve (ESLR) for faculty members, and Academic Department Chairs. The purpose of the ESLR is to provide additional days of paid sick leave for members who have exhausted their paid sick leave balances and otherwise qualify for sick leave. Eligible employees may elect to enroll in the ESLR by completing an ESLR enrollment form during October of each year. Members who elect to join the ESLR must have accumulated at least ninety (90) hours of sick leave and must have at the time of donation, a balance of at least eighty (80) hours of accrued sick leave after donation. Donations must be made in eight (8) hour increments with a maximum donation of forty (40) hours during the donation period. The donated hours cannot be returned. Distributions to individual members of the ESLR cannot exceed four-hundred eighty (480) hours in a twelve (12) month period.

The ESLR shall be administered by a committee consisting of three ESLR members appointed annually for the academic year: the President of the Association or their designee, the Director of Faculty Relations or their designee, and a third member selected by the first two members. Operational procedures, membership requirements, and application forms shall be available through the office of Human Resources.

For emergency reasons, an exception can be made for a distribution to a faculty member who is not eligible to participate in the ESLR. The ESLR committee will provide recommendations to the Chief Human Resources Officer or designee, whose decision on the distribution is final and binding.

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

3. **Parental Leave:** Parental leave is the authorized absence of a faculty member to be used following the birth or adoption of a child and to care for and bond with the child. The University shall provide up to three (3) five (5) day weeks of paid parental leave within three (3) months of the birth or adoption of a child.

If more time is needed by a faculty member, other than the faculty member who gave birth who is taking maternity leave, an additional three (3) five (5) day weeks of paid parental leave shall be provided to such faculty members to care for and bond with the child. During this additional three (3) five (5) days weeks, the faculty member will be required to use any accrued sick leave, however, once accrued sick leave is

exhausted, the University shall provide paid parental leave for the balance of the three (3) five (5) day weeks. Paid parental leave and accumulated sick leave shall be used on consecutive days and concurrently with available FMLA leave unless otherwise required by a medical certification noted on the FMLA form. Should parental leave and accumulated sick leave be exhausted, available unpaid Family and Medical Leave can be used for this purpose. Application shall be made in writing to the Department Chair and to the Office of Human Resources not later than thirty (30) days before the effective date for such leave, and such request shall state the anticipated duration of the leave. During the period of parental leave, the faculty member will be deemed to be temporarily relieved of duties in teaching, scholarship, and University service. Employees may elect to receive two thousand ($2,000) dollars in taxable income (i.e., subject to withholding) for adoption expenses in lieu of receiving the paid leave benefit provided under this section. Such payment may be requested upon placement of the child in the employee's home. If the child is already residing in the home, payment may be requested at the time the adoption is finalized.

4. **Professional Leave with Pay**: Professional leave with pay is provided to a faculty member in order to attend professional meetings, conferences, and seminars. A faculty member may be allowed to use up to five (5) days of paid professional leave per academic year and up to one (1) additional day during the summer session, unless the faculty member and the Department Chair mutually agree that additional days may be provided upon making adequate arrangements to cover the faculty member's responsibilities. The number of faculty members that can be on leave at any one time and the criteria to be used in determining what constitutes paid professional leave shall be specified in the department's governance documents. In developing governance documents, the parties recognize that the faculty member's first responsibility is in the classroom. Any such absence requires that suitable arrangements, such as outside readings, research papers, or individual study, be made by the faculty member so that studies may continue during the period of absence. If the faculty member and the Department Chair agree that a substitute should be assigned to the classroom for the period of the instructor's absence, the faculty member shall identify and the Chair shall assign a substitute, in accordance with Article 4 (Salaries, Salary Increments, and Rates of Pay) and Article 15 (Workload Activities). Requests for professional leave must be approved by the Chair in writing before the faculty member goes on professional leave.

5. **Civic Leave:** Civic leave is provided to faculty members who are a) subpoenaed to appear before any court or other legally constituted body authorized to compel the attendance of witnesses, where the employee is not a party to the action; or b) summoned for jury duty by any court of competent jurisdiction. Faculty members required to report or serve for only part of a day for court or jury duty are obligated to return for the remainder of that day unless otherwise authorized by the Chair. Faculty members are required to provide written notification of civic leave to the Chair as far in advance of the leave as possible. Documentation regarding the leave (e.g., a copy of the summons, subpoena) shall be attached to the notification. The faculty member may retain any money received as compensation or expense reimbursement for jury duty or court attendance compelled by the summons or subpoena.

6. **Association Leave:** Association leave is leave with pay to attend the conventions of the NEA or OEA. Association leave shall be limited to five (5) days for any bargaining unit employee in an academic year and an aggregate of twenty (20) days per academic year for the bargaining unit as a whole. A minimum of fourteen (14) calendar days written notice shall be provided to the University before taking such leave. Leave is not required and will not be charged when the faculty member is absent on a day when they have no scheduled responsibilities (e.g., teaching, office hours, or committee meetings). Any such absence requires that suitable arrangements, such as outside readings, research papers, or individual study, be made by the faculty member with the approval of the Chair so that studies may continue during the period of absence. If the faculty member and the Department Chair agree that a substitute should be assigned to the classroom for the period of the instructor's absence, the Chair shall identify and assign a substitute, in accordance with Article 4 (Salaries, Salary Increments, and Rates of Pay) and Article 15 (Workload Activities). The Association shall bear the cost, if any, for such substitute.

7.3: Unpaid Leaves: An unpaid leave is a period of time that one is to be away from their primary job, while maintaining the status of employee but without pay. This leave is generally obtained for a variety of employee-requested reasons and requires prior approval by the Chief Human Resources Officer or their designee. A faculty member requesting unpaid leave must complete the Office of Human Resources Request for Unpaid Leave form.

An employee receiving an unpaid leave of at least sixty (60) calendar days duration must notify their Chair and the Chief Human Resources Officer or their designee of the University regarding their intention to return to the position or to resign from the position not less than fourteen (14) calendar days from the predetermined termination date of the unpaid leave. For leaves of shorter duration, the notice of intent to return to the position or to resign from the position must be made as soon as practicable.

1. **Leave for Extended Serious Health Condition or Disability:** A leave for an extended serious health condition or disability is defined as an unpaid leave granted or required by the University for medical reasons after a faculty member has exhausted all accrued paid sick leave, and unpaid FMLA leave. This leave shall be granted to eligible faculty who apply unless the request creates an unreasonable hardship upon the University.

   a. **Eligibility:** An employee is eligible for extended serious health condition or disability leave benefits if the employee is a bargaining unit faculty member, is eligible for sick leave, and has either a "serious health condition" as defined by the FMLA or "disability" as defined by the disability discrimination laws. Requests for extensions of leave must be supported by medical certification from a physician or duly qualified medical practitioner. Certifications or verifications shall be provided to the Benefits area of the Office of Human Resources.

   b. **Duration:** A faculty member whose absence due to extended serious health condition or disability exceeds their accrued sick leave may be granted extended serious health condition or disability leave for up to six (6) months and may be extended by increments of up to six months to a total of one (1) year, unless otherwise required by law.

   c. **Health Care Insurance**: While a faculty member is on an approved leave of this type, the faculty member may elect to continue health care benefits. If the faculty member elects to continue health care benefits, they are financially responsible to pay both the employer and employee premium share as billed by the University.

2. **Professional Leave Without Pay:** Professional leave without pay may be granted when the faculty member and the Administration agree that the leave will enhance the faculty member's value to the University and when the Administration can make temporary arrangements to cover the assignments ordinarily performed by the individual. Leave without pay may extend from a minimum of one (1) academic semester to a full academic year. Leave without pay may be renewed for an additional year(s), provided the total period of absence from campus does not exceed three (3) years. In situations where the nature of proposed leave activities necessitates a period of absence longer than one (1) year, the faculty member may request a leave without pay of two (2) or three (3) complete academic years; the leave request must address, however, the necessity of the period for which leave without pay is requested. The faculty member granted leave without pay shall receive the pay increments specified in Article 4 (Salaries) as if they were at YSU. Included in the three (3) year limitation shall be any other leaves that the faculty member takes immediately preceding or succeeding a leave without pay. Applications for leave without pay shall be made no later than March 1 before the academic year of proposed leave. Short-term or emergency leaves without pay are exempted from this requirement. No University benefits, including health insurance, are available under this leave.

3. **Political Leave:** A faculty member who is elected or appointed to a full-time political office may be granted leave without pay for four (4) years or one (1) term of office not to exceed six (6) years. No University benefits, including health insurance, are available under this leave.

4. **Exchange Professors Leave:** A faculty member may be granted leave to teach at another accredited institution of higher education while a faculty member from that institution teaches at YSU. This leave shall be limited to a maximum of one (1) academic year, and it shall not be available for the summer. This leave requires the approval of the Administrations of both institutions.

7.4 Other Leaves Provided by Law

1. **FMLA Leave:** Eligible faculty members shall be entitled to receive leave under the Family and Medical Leave Act (FMLA). The University shall administer FMLA leave in accordance with law. FMLA leave shall run concurrently with any paid or unpaid leave of absence.

2. **Military Leave:** Eligible faculty members shall be entitled to receive military leave under the federal Uniformed Services Employment and Re-employment Act (USERRA) or other applicable state law obligations and to obtain reinstatement after completing such service obligations consistent with applicable law.

7.5 Involuntary Disability Separation: A faculty member who is unable to perform the essential job duties of their position due to a disabling illness, injury or condition may be involuntarily disability separated after all available paid and unpaid leave has been exhausted. An involuntary disability separation occurs when the University has received substantial credible medical evidence of the faculty member's disability and determines that the faculty member is incapable of performing the essential job duties of the faculty member's assigned position due to the disabling illness, injury or condition. Before disability separation can occur, the University will

satisfy its obligations under the American with Disabilities Act.

A) Medical/Psychological Examination

1) The University shall request that the faculty member submit to a medical or psychological examination prior to involuntarily disability separating the faculty member unless:

   a) The faculty member is hospitalized at the time such action is taken, or

   b) Substantial credible medical evidence already exists that documents the bargaining unit member's inability to perform the essential job duties.

   The medical or psychological examination may occur prior to the exhaustion of any paid or unpaid leaves.

2) The University shall select one or more licensed practitioners to conduct the examinations. Prior to any examination, the University shall supply the examining practitioner with facts relating to the perceived disabling illness, injury or condition. The University shall also supply physical and mental requirements of the faculty member's position; duty statements; position specifications; and descriptions. Both the University's Office of Human Resources and the faculty member shall receive the results of any examination and related documents. Except when the faculty member fails to appear for the examination, the University shall pay the cost of the examinations. A faculty member's refusal to submit to an examination or the refusal to release the results of the examination amounts to insubordination, punishable by the imposition of discipline up to an including removal. A faculty member's unexcused failure to appear for an examination could result in discipline. The University shall pay for the cost of the examination, except that the faculty member will be responsible for cost associated with an unexcused failure to appear at a scheduled examination.

3) If the faculty member disagrees with the fit for duty finding of the University's practitioner, they shall have an opportunity to use a licensed practitioner of their choosing to perform a second fitness for duty examination. The faculty member shall pay for the cost of this examination. If the findings of their chosen practitioner directly conflict with that of the University on the issue of whether the faculty member can perform the essential functions of the job, the faculty member's practitioner and the University's practitioner shall collaborate to select a neutral third practitioner to perform the fitness for duty assessment. This selection shall be made within fourteen (14) calendar days after the receipt of the second examination results. Should that selection not be timely made, then University's third-party health care administrator shall select a third medical practitioner from its list of medical practitioners. The cost of the third medical opinion shall be split between the University and the faculty member. The prevailing finding of two of the three practitioners shall determine the faculty member's fitness for duty. The determination shall be final and binding and not subject to arbitration.

B) A faculty member so separated shall have the right to grieve the separation in accordance with Article 8, with the grievance filed at Step 2. If arbitrated, the only issues before the arbitrator will be whether the procedures contained in this Section have been followed and the appropriate length of reinstatement period, if any, and not whether the faculty member is capable of performing their job duties.

C) The reinstatement period for a faculty member who has been separated under the Involuntary Disability Separation provision, shall be have a reinstatement period of up to two years. The effective date of separation, for purposes of reinstatement, shall be based on the date in which the faculty member was no longer performing in active work status due to the disabling illness, injury or condition. A faculty member who has been involuntarily disability separated is not prohibited from applying for disability leave benefits. The total time of absence due to the disabling illness, injury or condition shall not exceed two years from the date of last active status work date for purposes of reinstatement rights under this provision. A faculty member must receive and provide to the University a full medical release prior to return to work. If a faculty member attempts to return to work during the reinstatement period but fails to perform the essential job duties for six (6) consecutive months, the faculty member's effective date of separation does not change.

Article 8
Grievance Procedure

8.1: Purpose, Initiation, and Time Limits: This article sets forth a prompt and equitable method for resolving dis-

putes between the parties during the term of this Agreement.

A grievance is an allegation by a member of the bargaining unit and/or the YSU-OEA of a violation of a specific provision(s) of the Agreement. A grievant is either a member of the bargaining unit or the YSU-OEA.

Under this article, the Association and/or member(s) of the bargaining unit may file a grievance in which they claim that a provision of this Agreement has been violated. The burden of proof for all grievances is preponderance of evidence.

An individual shall have the right at any time to present a grievance to the Administration and to have such a grievance settled without the intervention of the Association or Association representative as long as the settlement is consistent with the terms of the Agreement and, provided further, that the Association has been given the opportunity to have representatives present at such hearings and settlements.

Hearings on grievances will be attended by the grievant and appropriate representatives of the Administration and the Association, including witnesses.

Nothing in this article discourages or prohibits informal discussion of a dispute before the filing of a formal grievance (see Article 8.3). The grievance process shall be initiated no later than fortyfive (45) calendar days after the grievant discovers or reasonably should have discovered the grievable matter. The time limits specified herein shall prevail unless extended by mutual agreement of the Administration, the Association, and the grievant.

8.2: Grievance Process: All grievance forms will be processed electronically.

A formal grievance (including documentation to support the grievance) shall be filed on the Grievance Form provided by and submitted to the Office of Human Resources. Grievances shall have a grievance number assigned by the Office of Human Resources.

After the grievance process has begun, any changes by the grievant to either the grievance or the remedy sought must be submitted electronically on a Grievance Form and reference the original Grievance Form and any changes therein. The Chief Human Resources Officer, or their designee, shall be responsible for the timely distribution of the Grievance Dispositions and Grievance Disposition Reaction forms.

Both parties must process grievances expeditiously. If the grievant fails to appeal a Grievance Disposition within the time limit prescribed, the grievance shall be considered as resolved on the basis of the last disposition by the Administration representative. If a Grievance Disposition is not rendered within the prescribed time limits, the grievance shall be advanced to the next step and a grievance disposition for the lower step will not be required.

Each party shall furnish the other, upon written request, information relevant to a grievance. Copies of all Grievance forms, Grievance Disposition forms, and Grievance Disposition Reaction forms shall be made available to the grievant and appropriate representatives of the Administration and the Association. Copies of all these documents shall be sent promptly to the Chair of the Association Grievance Committee. In instances where an individual is named as the subject of a grievance, said individual shall be prohibited from serving as the hearing officer or having any involvement in its disposition.

Grievance Advancement: All grievances shall be filed at Step 1. However, if the Administration and the Association mutually agree to do so, a matter may be moved to a higher step in the grievance process, and this agreement shall be rendered in writing.

Step 1: Director of Faculty Relations (Informal Pre-Grievance Process): Before filing a formal grievance, an Informal Pre-Grievance shall be submitted to the Director of Faculty Relations (DFR) using the Faculty Pre-Grievance Form. Within ten (10) business days of the DFR receiving the informal Grievance submission, the DFR shall schedule a meeting with the grievant or their designee and, if requested, a YSU-OEA representative to attempt to resolve the dispute. This may include coordinating a meeting with relevant parties.

The DFR will notify the grievant of their finding on a Grievance Disposition form within ten (10) business days after the meeting. Within ten (10) business days after receipt of the DFR's disposition, the grievant may appeal the disposition to Step 2. The Association and/or grievant shall submit a Faculty Grievance Disposition Reaction form to the Office of Human Resources at which point a grievance number will be assigned.

Step 2: Provost or Designee (Dean, Associate Dean, Associate Provost, Assistant Provost, Vice President): Within ten (10) business days after the receipt by the Office of Human Resources of an appeal to Step 2 or an original grievance (if mutually agreed upon), the Provost or their designee, shall hold a hearing on the grievance at a time that is convenient to the parties. Within ten (10) business days after the hearing, the Provost or their designee shall notify the grievant of their finding by transmitting a Faculty Grievance Disposition form to the grievant and the Office of Human Resources. Within ten (10) business days after the receipt of the disposition, the grievant may appeal to arbitration. The grievant will indicate their intention to appeal by completing and distributing a Faculty Grievance Disposition Reaction form to the Office of Human Resources. Within ten (10) business days after the receipt of the appeal to arbitration, the Association will notify the Administration whether it supports the appeal.

Step 3: Mediation: Within fourteen (14) calendar days from the receipt of the disposition of Step 2, the parties may mutually agree to pursue mediation of a grievance in accordance with the Rules of the Federal Mediation and Conciliation Service (FMCS), prior to written notification by the Association of the Association's intent to arbitrate. Such an agreement among the parties will be confirmed in writing. If the parties cannot mutually agree on a mediator, the Association will request for FMCS to appoint a mediator. If mediation is utilized, the Association need not notify Administration of the Association's intent to arbitrate until ten (10) business days after the conclusion of mediation.

A. If mediation through FMCS is pursued, the mediation will be pursued and conducted in accordance with the Rules of the FMCS in effect on the date that the request for mediation was sent. The mediation will be conducted within thirty (30) calendar days of the appointment of a mediator.
B. Any party may end mediation at any time during the mediation process by giving written notice to the mediator and to the other party or parties. The mediator may withdraw at any time by giving written notice to the parties.
C. The fees and expenses of mediation, if any, will be borne equally by the Administration and the Association.

Step 4: Arbitration: Within ten (10) business days after giving written notice that it supports the appeal to arbitration, the Association will send a request to FMCS for a panel of seven (7) arbitrators whose primary address is preferably in the state of Ohio.

If the parties are unable to agree upon which of those seven nominees shall serve as an arbitrator, the arbitrator will be chosen by each party alternately striking names, beginning with the moving party, and the name remaining shall be the arbitrator. Either party shall have the option to completely reject one 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. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. In grievances related to non-reappointment of non-tenured faculty as defined in Article 11.1, the arbitrator may not award tenure and the sole remedy an arbitrator may award shall be to direct that procedural errors be corrected. However, if the arbitrator confirms that notice of nonreappointment was not given to the individual per Article 11, the arbitrator may direct that the faculty member be given a one (1) year renewal of their appointment.

The arbitrator's decision shall be binding upon the Administration, the Association, and the grievant. The arbitrator shall render a decision within thirty (30) days after the arbitration hearing. The fees and expenses of arbitration shall be borne equally by the Administration and the Association (unless the arbitrator rules otherwise), except that costs related to the appearance of witnesses shall be paid by the party that calls the witnesses. The fees and expenses shall include:

- the cost of a court reporter, including transcription of the arbitration hearing only if requested by the arbitrator.
- the fees and expenses of the arbitrator.
- rental charges and other incidental expenses, if any.

If a court reporter is requested by either party, the court reporter's attendance fee will be borne by the requesting party. If both parties receive a copy of the transcript, all transcription costs will be borne equally; otherwise, transcription costs, if any, will be borne by the party that requests the reporter.

Arbitrability: If there is a doubt as to the arbitrability of the grievance, either party shall request the arbitrator to rule on the arbitrability of the grievance. If the arbitrator rules that the grievance is arbitrable, they shall then proceed to conduct a hearing on the merits of the grievance. The following shall not be arbitrable: complaints; decisions on the merits of a faculty member for promotion in rank; decisions on Sabbatical; FIL; decisions on the merits of the non-reappointment of tenure track and non-tenured faculty; matters within the jurisdiction of the EEO office; claims under state/federal discrimination laws; university board policies regarding discrimination/harassment (Article 25.2); verbal counseling or written reprimand pursuant to Article 12; decisions by the Administration that are final and binding; and matters not involving the meaning or application of this Agreement.

Other Cases: The procedures of this article shall be available to settle questions raised by the Administration or the Association concerning the meaning or application of the terms of this Agreement. If such questions arise, the Administration or the Association may file a statement thereof with the other party with appeal to arbitration according to the time limits and other restrictions specified in this article.

Article 9
The Academic Environment

Introduction: The intent of Article 9 is to promote shared academic governance that creates an atmosphere of mutual trust and respect to achieve common goals of the academic community.

Dean's Advisory Council: Each college will maintain a Dean's Advisory Council (DAC), to be chaired by the Dean of the college. Each DAC shall determine its specific structure and procedures, providing that all departments are represented. This structure and set of procedures shall be reviewed each spring semester, and any changes adopted will be implemented at the beginning of the following academic year and shall be reviewed and revised annually as necessary. The DAC shall meet as often as deemed necessary, but at least once per year. The minutes of each meeting shall be distributed to all college faculty and Chairs within thirty (30) calendar days.

Each DAC shall act in an advisory capacity to the respective Dean. Each DAC will take part in the development and review of its respective college's Guidelines for Promotion. Additional DAC responsibilities may include, but are not limited to, the development and review of other policies, budget development, long-range planning, policy and procedures for course cancellation, distribution of other ancillary college funding pertaining to departments, and other matters of concern to the college as a whole.

Department Governance: Certain matters are the prerogative of the academic department, and in these matters the Department Chair and full-time faculty share responsibilities. Because people support what they help to build, each department will develop a governance document that describes its participatory decision-making policies and procedures for these shared responsibilities. By March 1 of each year, the governance document will be reviewed and reaffirmed or revised by the department, and submitted to the Dean for review. If a department does not submit a reviewed and reaffirmed or revised governance document by March 1, then the Department Chair will automatically submit the previous year's governance document on behalf of the department to the Dean. By April 1, the Dean shall approve the document or meet with the department to consider revisions. If no agreement is reached by May 1, the Provost shall make the final and binding determination. The Chair shall administer the department within the framework of the governance document. Shared rights and responsibilities include *(but are not limited to):

- departmental curricular matters such as curriculum revision, requirements for major and minor and program development;
- rotational system for summer teaching;
- departmental travel funds expenditure policy;
- development and evaluation of academic goals;
- recommendations on library acquisitions;
- department budget requests;
- recruitment and recommendations to the Dean of appointments to the full-time faculty;
- establishment of pre-tenure review procedures;
- departmental statement of normally expected activities and expectations for progress toward tenure and promotion;
- departmental expectations for Tenure with Promotion to Associate Professor;
- credential review, performance evaluation, and recommendation of part-time faculty;
- assignment of faculty to offices;
    - advising of departmental majors, mentoring of students, and involvement with student organizations;
    - mentoring of faculty;
    - recommendation of departmental workload policies as defined by Youngstown State University Board of Trustee's Policy #3356-10-20;
    - development of course and program assessment plans, collection of assessment data, writing assessment reports and reviewing assessment data;

departmental statement of normally expected activities and expectations for non-tenure track faculty.

Administrative Rights and Responsibilities: These matters are the prerogative of the Administration:

- faculty teaching loads and schedules; ● supervision of department offices;
- establishment of deadlines for all matters essential to an efficient functioning of the University;
- college-wide review of departmental policies to ascertain compliance with University and state guidelines;
- all matters not referred to in Article 9.3 above.

Scheduling of Classes: Scheduling of classes shall be conducted in accordance with OAA Policy 10-C-03 effective August 2023.

Department Meetings: Meetings shall be held no less than once per term during the academic year. Special department meetings may be called by the Department Chair and must be called upon the request of one-fourth (1/4) or more of the full-time faculty members in the department. In matters exclusively affecting graduate programs, voting will be restricted to members of the graduate faculty. Through department meetings and memoranda, the Department Chair shall attempt to keep the department faculty informed of University developments that are relevant to the department.

The Department Chair: The parties recognize that the Department Chair is an administrator charged with managerial and supervisory duties. As such, they report to the Dean and serve at all times at the pleasure of the President of the University. The parties further recognize that the Chair retains earned academic rank and tenure status and has responsibilities for teaching, scholarship, and University service. The Department Chair shall post office hours and be available for consultation with their colleagues on departmental matters.

Term of Office: The Department Chair may serve for five (5) complete academic years following their appointment as Chair. Between January 1 and March 31 of the Chair's fifth complete year of service as Chair the Dean will consult with the faculty of the department to identify a candidate for the position of Chair to be recommended to the Provost and the President of the University, as provided for by Article 9.9 of this Agreement. When an individual leaves the post of Chair, whether during or at the conclusion of the term of office specified in this section, the individual will revert to faculty status without prejudice. Should an acting Chair be elected Chair during an academic year, no portion of that year shall be counted as part of the five-year term.

Nomination of the Department Chair: In the fifth year of a Chair's term, as provided above or when a vacancy occurs in the position of Chair, the following procedure will apply. To be eligible for selection as a Department Chair, an individual must be tenured or have received notification of tenure prior to the beginning of their term.

The Dean shall convene a department meeting to determine criteria and procedures to designate a Chair. During this initial meeting the department shall select either a member of the department or the Dean to facilitate the meeting. At their discretion, the President of the Association may designate an individual to attend this meeting as an observer. The Dean will inform the President of the Association of the meeting at least one (1) week in advance. Such criteria and procedures must be acceptable both to the Dean and the department faculty and will provide for one (1) nominee.

The individual nominated by the faculty must be a current member of the full-time faculty or the incumbent Chair of the department unless the faculty members in the department and the Dean mutually agree to open the selection process to candidates from outside the department and there is a vacant position budgeted in the department.

Every full-time department faculty member, including persons on leave but excluding an individual on a post-doctoral contract, will have a vote in the selection of the nominee. However, a faculty member holding a Term or Temporary appointment is not entitled to vote for a Chair whose term begins after the expiration of that faculty member's contract unless the Dean has already recommended that the individual's contract be renewed for the following academic year. The incumbent Chair will vote in this procedure and may be a nominee. The bargaining unit members of the department will determine which other members of the department beyond those identified in Article 2.5, if any, shall be eligible to vote for nomination of the Chair. Votes shall consist of secret ballots. The votes may be cast on paper or electronically, at the discretion of individual faculty.

The Dean will forward their own recommendation regarding the selected nominee, along with the department's recommendation, to the Provost of the University. If the nominee is acceptable to the Provost, they will proceed to appoint the nominee. If the nominee is not acceptable, the Provost will meet with the department faculty as a whole to review the reasons for their conclusions. If such discussions do not yield an agreement to appoint the nominee, the department faculty will select another nominee in accordance with the foregoing procedure. If the second nominee is not acceptable to the Provost, the Provost will appoint the Department Chair of their choice.

9.10: Requests for New Nominations for Chair: If a majority (50%+1) of the full-time faculty in an academic department petition the Dean in writing for a new Chair nomination, a committee of three (3) individuals, two (2) appointed by the Provost and one (1) appointed by the President of the Association, will be appointed to review the basis for the petition and to make appropriate recommendations to the Provost.

9.11: Acting Chair: If the post of Department Chair is vacant or if the Chair is on extended leave, and must be filled temporarily, the Provost will designate an acting Department Chair upon consultation with the full-time faculty. If reorganization results in the splitting or merging of departments in which the composition of the department changes by more than twenty percent (20%), the departments thus formed shall be declared to have a Chair vacancy. Normally an acting Chair shall serve no longer than twelve (12) months.

Article 10 Tenure and Promotion

10.1 Pre-Tenure Review Process: Probationary faculty shall undergo a formal pre-tenure review in the fall of their third probationary year. If the faculty member is on an accelerated probationary track, the year in which pre-tenure review will take place shall be identified in consultation with the Department Chair or Director and the college Dean and communicated in their letter of initial appointment.

- By September 1: A completed application and supplementary evidence shall be submitted through Faculty Success Technology Platform (FSTP). An application submitted after 11:59 pm shall not be accepted.

- By October 15: The Chair shall convene and conduct a meeting with the tenured faculty, at which point the faculty member to be reviewed shall be allowed to appear to present information and to answer questions regarding their progress towards tenure. The tenured faculty members shall provide written formative comments on the candidate's progress towards tenure. Such written comments may be anonymous.

  If the department has fewer than three (3) tenured faculty members to serve on a Pre-Tenure Review Committee, the faculty, in consultation with the Chair/Director and the pre-tenure candidate, shall identify another department or departments in a related discipline to supply the necessary tenured faculty members to serve as a review committee.

- By October 31: The Department Chair shall forward the faculty's written comments and their separate comments concerning the candidate to the Dean of the college.

- By November 15: the Dean shall add their comments.

- By December 15: The candidate may add a statement of response at their discretion.

10.2 Tenure: Tenure at Youngstown State University is the right of those holding earned rank to continue employment following the successful completion of a specified probationary period. Tenure with Promotion to Associate Professor is a single application process. A terminal degree is required prior to application and is defined in Appendix A.

A faculty member may apply for early Tenure with Promotion to Associate Professor in the fifth (5th) probationary year. Otherwise, a faculty member must apply no later than September 1 of their sixth (6th) pro-

bationary year unless delayed beyond the sixth year for reasons described in Article 10.7.

If a faculty member has not applied for Tenure with Promotion to Associate Professor by September 1 of the sixth (6th) probationary year of faculty employment, they will be considered to be in their terminal year of employment unless delayed beyond the sixth (6th) year for reasons described in Article 10.7.

A faculty member shall receive no more than one review for Tenure with Promotion to Associate Professor. Once an application for Tenure with Promotion to Associate Professor has been submitted, it cannot be withdrawn. In no case shall Tenure with Promotion to Associate Professor be granted or assumed without a tenure review.

10.3 Guidelines for Tenure with Promotion and Promotion: Each college Dean's Advisory Council (DAC) shall review the Tenure with Promotion and Promotion practices of that college and how the factors listed in Articles 10.4, 10.5, and 10.6 pertain to the academic disciplines within that college. Each DAC may seek information about promotion practices used by similar colleges at other universities or recommended by accrediting agencies, as appropriate. Each DAC shall produce a document called *Guidelines for Tenure with Promotion and Promotion* that shall contain a description of the policies, practices, and criteria to be used in that particular college when determining qualifications and eligibility for promotion. The DAC shall review and, if necessary, revise the *Guidelines for Tenure with Promotion and Promotion* annually during the spring semester. After the annual DAC review, the Dean will notify all faculty members that the guidelines are posted on the college's website. Funding shall be made available for all approved promotions.

10.4 Evaluation for Tenure with Promotion and Promotion: The evaluation of applicants for tenure with promotion and promotion shall be based upon a) the quality of performance in teaching, scholarship (which includes commercialization), and service; b) the length of service in rank; and c) the applicant's workload assignments. The *Guidelines for Tenure with Promotion and Promotion* will specify promotion criteria (see Article 9.2 and 10.3). Applicants for Senior Lecturer will be based on their quality of performance in teaching.

10.5 Suitability for Tenure with Promotion and Promotion (Quality): The determination of the quality of an individual's performance in the appropriate areas shall be based primarily upon the application, the contents of the Official Personnel File, and FSTP (see Article 16). The sole repository for application materials is the FSTP.

10.6 Eligibility: An individual who applies for Tenure with Promotion must meet the tenure eligibility requirements of Article 10.2. An individual who applies for Promotion to Associate Professor, Promotion to Professor, Promotion to Senior Lecturer, or Promotion to Principal Lecturer must meet the promotion eligibility requirements below:

- For promotion to the rank of Professor, an individual shall have:
  - Tenure.
  - Completed a minimum of six (6) consecutive years of service at YSU at the rank of Associate Professor before the year of application for promotion.
- For promotion to Senior Lecturer: Lecturers who are in their fifth (5th) consecutive year of full-time teaching or beyond, are eligible to apply for promotion to Senior Lecturer. The evaluation of the candidate for promotion to Senior Lecturer will be based upon the department's expectations for promotion as outlined in the department Governance Document and the College's *Guidelines for Tenure with Promotion and Promotion*.
- For promotion to Principal Lecturer: Faculty in their fifth (5th) consecutive year of full-time teaching or beyond as a Senior Lecturer, are eligible to apply for promotion to Principal Lecturer, if available. The evaluation of the candidate for promotion to Principal Lecturer will be based on their teaching record and community engagement as well as the department's expectations for promotion as outlined in the department Governance Document and the College's *Guidelines for Tenure with Promotion and Promotion*.

10.7 Years Toward Tenure with Promotion and Promotion: The year in which the application Tenure with Promotion or Promotion is filed shall not be counted as a year of service in rank for purposes of consideration for promotion. Time spent on leave with pay, including Sabbaticals, FILs, Maternity Leave and Parental Leave, but excluding sick leave, as described above, shall be counted. One (1) year of service consists of two (2) semesters of full-time employment during an academic year. Employment under summer school contracts shall not be included.

No year during which the individual is on leave without pay or sick leave for one (1) semester or more may count as a year of service toward tenure, nor may fractional years be added to make a full year.

Faculty members on approved Family Medical Leave of six (6) or more weeks in a semester during the tenure probationary period may elect an exclusion of one (1) year of the countable years of service that constitute the probationary period upon electronic notice to the Chair, with copies to the Dean and Provost. Normally, the probationary period shall not exceed seven (7) years**;** however, in extraordinary cases, the probationary period may be extended by the Provost.

A year counted as a year of service toward Tenure may be rendered under a full-time appointment at any earned rank, except Lecturer, Senior Lecturer, or Principal Lecturer. A faculty member who applies for and receives a tenure-track position may, at the time of appointment, negotiate previous full-time faculty employment at the University toward years of service toward Tenure with Promotion to Associate Professor. Once previous full-time service credit toward tenure is negotiated/approved, the timeline for tenure is adjusted and will not be changed.

10.8 Application for Tenure with Promotion and Promotion:

- September 1: An applicant shall submit an application form.
  - Applications received after 11:59 pm will not be considered.
  - Once an application has been submitted, no addenda to the application will be received.

1.9 Support Materials: Materials relevant to the application, not specifically referred to in Article 16.2, shall be compiled and maintained by each faculty member in FSTP.

An individual applying for their second promotion in rank at YSU shall receive due consideration for activities and accomplishments that occurred during the twelve (12) months immediately before the effective date of their last promotion (i.e., the year during which the individual was last recommended for promotion).

1.10 Review Process: All persons who review candidates for Promotion to Senior Lecturer, Promotion to Principal Lecturer, Tenure with Promotion to Associate Professor, or promotion to Professor shall review the applicant's application, Official Personnel File, and FSTP before making a decision or recommendation. Any committee members who do not review the candidate's application and materials are prohibited from voting. The University will award Promotion to Senior Lecturer, Promotion to Principal Lecturer, Tenure with Promotion to Associate Professor, or Promotion to Professor only to those who have demonstrated consistent evidence of quality performance and promise during the period based on the materials submitted for review. Awards shall be made in accordance with the criteria set out in departmental governance documents, College *Guidelines for Tenure with Promotion and Promotion* and Provost criteria.

1.11 Record of Proceedings: Department Review Committees and the College Review: Committees shall keep records of their proceedings on the appropriate section of the faculty application for Tenure with Promotion and Promotion.

1.12 Department Review Committee and Department Chair Review: The Department Review Committee (DRC) shall consist of three or more tenured faculty at the rank of Associate Professor or Professor in the department unless specified differently in the department governance document. In the case of a Lecturer seeking promotion to Senior Lecturer, the committee shall consist of three or more Senior Lecturers, Principal Lecturers, or tenured faculty at the rank of Associate Professor or Professor in the department. In the case of a Senior Lecturer seeking promotion to Principal Lecturer, the committee shall consist of three or more Senior Lecturers, Principal Lecturers or tenured faculty at the rank of Associate Professor or Professor in the department will constitute the committee. If the department has fewer than three (3) appropriately qualified faculty members to serve as a DRC, the faculty in consultation with the Dean and the promotion candidate shall identify another department or departments in a related discipline to supply the minimum number of faculty needed from outside the department.

- By close of business on September 15: The DRC shall elect a DRC Chair. Administrators as outlined in Article 2.3, and current candidates for Tenure with Promotion and Promotion may not serve on the DRC.
  - The DRC shall review both the *Guidelines for Tenure with Promotion and Promotion* (see Article 10.3) and the department's "statement of normally expected activities and expectations for progress toward tenure with promotion or promotion" (Article 9.2.I.). Each promotion applicant has the right to speak to the DRC on their own behalf..
- By September 22: The DRC shall convene. The DRC will invite each candidate to present information and to answer questions regarding their Tenure with Promotion or Promotion candidacy.

- By October 5: Should a candidate choose to present, all presentations shall be completed before the vote. The Department Chair may observe, but may not participate in, the proceedings and shall withdraw prior to the formulation of any recommendations.

- By October 5: Faculty shall vote via secret ballot on all applications. The secret ballots are specific to the kind of application; they will include the following:

  Lecturers, Senior Lecturers, or Associate Professors applying for promotion:
- Support promotion
- Oppose promotion
- Abstain from vote or decline to respond

  Assistant Professors applying for Tenure with promotion to Associate Professor:
- Support tenure and promotion
- Oppose tenure and promotion
- Abstain from vote or decline to respond

- By October 5: Completed secret ballots shall be submitted to and counted by the Department Chair with at least two witnesses. Administrative support personnel and faculty members are appropriate witnesses. At this point, the DRC shall have reviewed all applications and will forward its recommendations to the Department Chair.

- By October 15: The Department Chair will inform the candidate, CHRO or designee, and the Dean of the results of the vote (detailing the number of DRC members) who supported, opposed, and abstained/declined to respond. The Department Chair shall forward all information to the College Review Committee (CRC). A candidate who is not recommended may meet with the Chair of the DRC and/or the Department Chair to discuss reasons why the DRC and/or Department Chair did not recommend the candidate within fifteen (15) days of notification.

10.13 College Review Committee: There shall be a CRC in each undergraduate college. The CRC shall include between four (4) and seven (7) members of the bargaining unit in each college. Membership of each CRC shall consist of tenured faculty at the rank of Associate Professor or Professor who have served a minimum of one (1) complete year at their current rank. In a year when the CRC reviews candidates for promotion to the rank of Senior Lecturer, there shall be at least one Senior Lecturer in the CRC. In a year when the CRC reviews candidates for promotion to the rank of Principal Lecturer, there shall be at least one Senior or Principal Lecturer in the CRC. Candidates for tenure with promotion or promotion shall be ineligible to serve on the CRC. The CRC members may serve no more than two consecutive one (1) year terms. The number of members is to be decided by the Dean and the DAC. The election of the CRC shall be managed by the Dean. Probationary faculty, tenured faculty, Lecturers, Senior Lecturers, Principal Lecturers and Chairs may vote for the CRC members.

- By November 1: Each Dean will send a list of the CRC members to Human Resources. The Dean of the college will convene the first meeting of the CRC. At this meeting, the CRC will select its Chair.

The Dean shall attend the CRC meetings as an observer but shall withdraw prior to the formulation of any recommendations. The CRC will employ the *Guidelines for Tenure with Promotion and Promotion* in reviewing candidates. Each candidate has the right to speak to the CRC on their own behalf. The CRC may seek further input from the DRC Chair, the Department Chair, and other faculty members as it deems appropriate.

- By November 30: The CRC Chair will forward the recommendation of the CRC to the candidate, the Dean, the Department Chair, the Chair of each DRC within the respective college, the CHRO or their designee, and the Association President. Candidates who are not recommended may meet with the Dean and the Chair of the CRC within fifteen (15) days of notification to discuss the reason for the recommendation.

- By December 10: The Dean will submit their recommendation to Provost and CHRO or their designee. The Dean notifies the candidate and Association President of their recommendation. Candidates who are not recommended may meet with the Dean within fifteen (15) days of notification to discuss the reason for the recommendation.

- January 10: The Provost will render a decision and inform the candidate, the Dean, the Chair, and the Association President.

1.14 Appeal: An individual who has been denied Tenure with Promotion or Promotion after being recommended at any

level may file a written appeal with the Provost after receipt of notice of denial by the Provost, but no later than January 25.

Upon receipt of the appeals request, a five-member review committee shall be formed. The committee shall be comprised of two representatives appointed by the Provost, two representatives appointed by the President of the Association, and a fifth member selected by the appointees to serve as Chair. Committee members may not be from the appellant's academic department. The committee will be formed by February 20.

The faculty member has the right to submit to the appeal committee a written rebuttal of the recommendations at any level (e.g., DRC, Chair, CRC, etc.). The committee shall meet with the appellant, appropriate representatives of the Association, and any other persons it deems appropriate and shall submit a recommendation to the President of the University with copies to the appellant, the President of the Association, Dean, Chair and Provost by March 10. Should the appeals panel fail to submit a recommendation within the prescribed deadline, the Provost's decision shall stand.

The President will notify the appellant, the Department Chair, College Dean, and the Association of the final decision by March 20. The President's decision shall be final and binding on the Administration, the Association, and the appellant. However, a bargaining unit member who believes that the procedures described in this Article have not been followed may file a grievance under the provisions of Article 8 (Grievance Procedure). Upon written request to the President of the University by March 30, a written statement for the reasons for denial shall be provided to the appellant.

1.15 **Disposition of Tenure with Promotion or Promotion Application Documents:** The completed Tenure with Promotion or Promotion Application with all recommendations shall be stored in FSTP and the Provost's final recommendation letter shall be deposited in the candidate's official personnel file at the conclusion of the promotion process.

1.16 **Terminal Year:** A candidate who is denied Tenure with promotion may request up to one academic year at the same salary as the preceding academic year, provided that the tenured faculty members in the department have voted to approve the recommendation of a terminal year contract. If recommended by the tenured faculty, the Chair shall forward the tenured faculty recommendation with their recommendation to the Dean, who shall then forward their recommendation along with the faculty and Chair recommendation to the Provost, who will make the final decision. An individual who believes the procedures of this Article have been violated may file a grievance under the provisions of Article 8.

Article 11 Non-Reappointment of Tenure Track (To End of Year 3) and Non-Tenure Track Faculty

Notice of Non-Reappointment: Tenure Track (to end of year 3) and Non-Tenure Track Faculty who are not to be reappointed will receive written notice by January 31. Such notice will result in administrative withdrawal of any promotion application.

Non-reappointment of Senior Lecturers and Principal Lecturers with one or more years of service remaining on their contracts as per Article 29.2, shall become effective after one (1) additional year of service. Senior Lecturers and Principal Lecturers who have been given notice of nonreappointment may be re-assigned to other instruction and/or administrative tasks, but they shall retain their current salary and benefits as specified in Article 4 and 5.

Meeting: Before the January 31 written notice of non-reappointment of a faculty member is sent, the Chair or other appropriate administrative officers shall meet with the faculty member to discuss the reason(s) for non-reappointment. The faculty member may attend this meeting with a faculty witness of their choice or the President of the Association or their designee.

Appeal: A tenure track (to end of year 3) faculty member who has completed three or fewer academic years of service at the University or non-tenure track faculty member who wishes to
appeal the non-reappointment may appeal to the Provost. Such appeals must be initiated before February 12. The Provost shall notify the appellant and the Association of the final decision on or before March 1. The Pro-

vost's decision shall be final and binding on the University, the Association, and the appellant. However, an individual who has been advised of the non-renewal of their appointment and believes the procedures of this article have been violated may file a grievance under the provisions of Article 8.

Article 12 Corrective Action and Termination for Cause

12.1: General: The appointment of a faculty member, tenured or not, is contingent and subject to the terms and conditions of this Agreement. No employee shall be disciplined, reduced in pay or position, suspended, or discharged except for just cause.

Cause for disciplinary action, including corrective action, includes but is not limited to:

- Failure to correct serious, substantive, and persistent deficiencies in teaching, scholarship, or service.
- Gross negligence in teaching, scholarship, and service.
- Conviction of a felony.

12.2: Corrective Action: Corrective action will always be implemented at the lowest step reasonable for the problem(s) being addressed. But in serious cases, action may be initiated at a higher step. Corrective action will stop at any step if the problem or problems are resolved.

When the Administration has reason to believe an incident(s) has occurred which might constitute grounds for discipline, it shall conduct an investigation and/or gather the facts.

If after such investigation disciplinary action is warranted, discipline may be imposed on a bargaining unit faculty member for just cause. Engaging in conduct that constitutes just cause for discipline may lead to one or more of the following types of disciplinary action: verbal counseling, written reprimand, suspension with pay, suspension without pay, or termination of employment. In determining the level of disciplinary action to impose in any given situation, the Administration shall take into account the severity of the offense, prior disciplinary action, the bargaining unit member's improvement since the last disciplinary action was taken, length of employment, and the bargaining unit member's overall employment record.

12.3 Disciplinary Procedures: The following disciplinary procedures will be followed:

a. The bargaining unit faculty member shall be given the opportunity to be accompanied by an Association representative during any pre-disciplinary meeting.

   Prior to formal discipline (Step 1 – 4), the Administration shall notify both the faculty member and the Association in writing at least fourteen (14) calendar days prior to any meeting to discuss specific charge(s) and allegations upon which the charges are based and the faculty member shall have the opportunity to respond. The Provost will determine whether the meeting will be conducted by the Provost or a Dean or Chair, depending on the severity of the offense.

b. A meeting conducted by a Chair or Dean may result in an informal resolution, verbal counseling, a written reprimand that will be documented in writing, or a referral to the Provost. A copy of any determination will be provided to the faculty member and the Association within fourteen (14) calendar days of the meeting.

   Depending on the severity of the offense and/or failure to correct the offense, the Dean may move the discipline to the Provost, which would require an additional meeting(s) and following the below procedures for suspension or termination.

   A meeting conducted by the Provost, either originally or upon referral by a Dean, may result in suspension or termination, or a lower level of discipline (verbal counseling or written reprimand) and a will be documented in writing and maintained by the appropriate administrator. A copy will be provided to the faculty member and the Association within thirty (30) calendar days of the meeting.

c. The corrective actions step are as follows:

   i. Informal Resolution: A copy of an informal resolution will be maintained by the appropriate administrator. Records of informal resolution shall not be placed in the faculty member's personnel file. Informal resolution is not subject to the grievance or arbitration procedure.

ii. Verbal Counseling (Step 1): Verbal counseling will include specific actions to be taken and may include a timeline for achieving correction of the problem(s). Verbal counseling will be followed up with a written summary of the counseling. The appropriate administrator shall forward a copy of the written summary to the faculty member and others directly involved in the verbal counseling discussion. Records of verbal counseling shall not be placed in the faculty member's personnel file. The faculty member will have thirty (30) calendar days to address the issues specified by the verbal counseling. If the matter cannot be resolved, then the faculty member may request that the Dean mediate a resolution. Verbal counseling is not subject to arbitration.

iii. Written Reprimand (Step 2): A written reprimand will review actions not taken to address problem(s) specified in a previous verbal counseling or to address initial problem(s) that warrant more serious discipline than a verbal counseling. Additionally, a written reprimand will include specific actions to be taken and may include a timeline for achieving correction of the problem(s). A written reprimand will be followed up with a written summary of the written reprimand. A copy of a written reprimand will be placed in the faculty member's personnel file. The Administration shall not proceed with placing the written reprimand in the faculty member's personnel file until thirty (30) calendar days after the receipt of notice by the faculty member. Within those thirty (30) calendar days the faculty member may seek to address the matter through the grievance procedure. If the matter is resolved in the faculty member's favor, then no record of the event will be placed in the faculty member's personnel file. The faculty member shall have the opportunity to issue a written rebuttal to be placed in their personnel file.

iv. Suspension (with or without pay) (Step 3): Suspension (with or without pay) may follow failure to address problems referenced in a prior verbal counseling and/or written reprimand or to address initial problem(s) that warrant more serious discipline than a written reprimand. A suspension without pay may last up to ten (10) business days. In cases of suspension (with or without pay), the Administration shall furnish the faculty member with a written notice of the Administration's intended corrective action with a
full statement of the reasons for such action, with a copy to the Association. Within thirty (30) calendar days from the notice of suspension, the faculty member may seek to address the matter through the grievance procedure, including arbitration (Article 8). If the matter is resolved in the faculty member's favor, then no record of the event will be placed in the faculty member's personnel file. The faculty member shall have the opportunity to issue a written rebuttal to be placed in their personnel file.

v. Termination (Step 4): Termination may follow failure to address problems referenced in a prior verbal counseling, written reprimand and/or suspension or to address initial problems that warrant more serious discipline than a suspension. The Administration shall furnish the faculty member with a written notice of the Administration's intended action with a full statement of the reasons for such action, with a copy to the Association. The notice of termination will be placed in the personnel file. The Administration shall not proceed with formal action until thirty (30) calendar days after receipt of such notice by the faculty member. Within thirty (30) calendar days from the notice of termination, the faculty member may seek to address the matter through the appeals process (Article 12.4) and the grievance procedure, including arbitration (Article 8). If the matter is resolved in the faculty member's favor, then no record of the event will be placed in the faculty member's personnel file. The faculty member shall have the opportunity to issue a written rebuttal to be placed in their personnel file.

Appeals Process for Termination: For terminations only, within ten (10) business days of the notification of termination, the faculty member may choose to pursue the Appeal process set forth below in addition to following the grievance procedure.

The faculty member may request that a review committee be formed for the appeal. Upon receipt of such a request by an individual, a five-member review committee shall be formed, comprised of two representatives appointed by the President of the University, two representatives appointed by the President of the Association, and a fifth member selected by the four appointees to serve as Chair. Committee members may be from the appellant's academic department. The committee shall be formed within thirty (30) calendar days of the requested appeal. The committee shall conduct a review of the record and shall submit a recommendation to the President of the University with copies to the appellant and the President of the Association within thirty (30) calendar days of the beginning of the appeals process. The President shall notify the appellant and the Association of the final decision within fourteen (14) calendar days after the receipt of the committee's recommendation.

Implementing Corrective Action: Administrators will work with the Office of Human Resources to ensure that the corrective action procedures of Article 12 are followed. Administrators must successfully complete corrective action procedures training prior to implementing written reprimands, suspensions (with or without pay), or terminations.

Article 13
Retrenchment of Faculty

Standard for Retrenchment: Retrenchment is defined as the temporary or permanent separation from employment of a faculty member during any appointment. Each Fall term, as soon as 14th day enrollment reports are available, the Administration will review overall staffing needs and will determine if retrenchment is necessary at the University based on one or more of the circumstances listed below.

1. Financial exigency, defined as financial problems that threaten the College, Department, Program or Major's ability to maintain its operations at an acceptable level of quality.
2. Significant reduction in enrollment or student credit hours or graduation rates, or decrease in student to faculty ratio, or major, or any single factor or any combination thereof.
3. Modification, elimination, suspension, or reorganization of a College, Department, Program or Major that reduces the need for bargaining unit faculty.
4. Action by the Ohio Department of Higher Education or Ohio General Assembly which results in the need for the University to implement retrenchment.
5. Other pertinent factors.

Pre-Retrenchment Information Distribution: If Administration determines that retrenchment is necessary based on one or more of the circumstances listed above, the Administration will inform the Association. Administration will provide the data and information that resulted from a review of overall staff needs and based on criteria listed above in 13.1. The data will also be provided and presented to the Academic Senate prior to faculty receiving a retrenchment notice, in a special meeting if necessary.

Pre-Retrenchment Guidelines: Nothing in these guidelines, however, shall prevent discontinuation of any non-tenured faculty members for other reasons.

13.3a: The possibilities of early retirement/separation should be thoroughly explored before consideration is given to other means of personnel reduction. However, no faculty member will have early retirement forced upon them because of retrenchment.

13.3b: Any position that is vacant or that becomes vacant for whatever reasons is considered closed and may not be filled unless it is justified and approved as new.

13.3c: Transfers and Loans: Department Chairs and Deans will make an effort to transfer or loan faculty who are identified for retrenchment into areas of academic need when the faculty member's qualifications permit. However, the faculty member is responsible for seeking out and applying to the position(s).

If the faculty member is successful, the rank and years of service already rendered in the original home department will be counted toward the acquisition of tenure.

Transfers between academic departments fall into two (2) distinct categories, permanent transfers and loans. A permanent transfer is a permanent change of department home to the receiving department and to the faculty member.

The years of service already rendered in the original home department will be counted toward the acquisition of tenure in the receiving department except that the receiving department shall always be granted no less than two (2) full years of actual service in that department before tenure may be acquired therein. In a permanent transfer, the former home department relinquishes all obligations to the faculty member at the time of transfer. For a faculty member holding appointments in two (2) or more departments, the department in which he or she holds the largest proportional share of full-time appointment is the home department.

A loan is a split assignment between two (2) or more departments for temporary service, but with the home department retaining the responsibility for continued employment of the individual since the loan arrangement is temporary. A department that receives a loaned faculty member has no obligation toward that faculty member beyond the one (1)-year commitment in terms of the period of time it will continue the loan.

The receiving department may change a loan to a permanent transfer at the conclusion of the year if the faculty member and the home department agree, and if it has an appropriate position available, in which case the receiving department assumes the obligation for the faculty member's future as described above. A home department is obligated to take back a loaned faculty member before hiring a new faculty member or part-time faculty in the area of their competency.

Loans and transfers shall be confirmed in writing by the President of the University. A faculty member on partial loan to another department shall remain a member of their home department for purposes of exercising rights and privileges established under the Agreement.

Transfers and loans are administrative decisions that are final and binding.

13.4: Order of Retrenchment: When it has been determined that retrenchment within a major is necessary, Administration will provide a seniority list to the President of the Association. The seniority list will be organized by the major for which the faculty member is assigned, with faculty listed with rank in order of years of service at the University.

For purposes of retrenchment, a full-time faculty member appointed in two (2) or more majors shall be considered a member of the home major in which they teach the majority of their classes. A cross-appointed faculty member discontinued through retrenchment in the home majors shall be considered for relocation in another major in which they hold appointment, based on that major's need and the faculty member's qualification.

When an academic department is notified that a reduction in the number of full-time faculty members in the major is necessary and that the possibilities of reduction through normal attrition, leaves, transfers and early retirements have been exhausted, the person or persons to be retrenched in the major will be determined in accordance with seniority. Tenured faculty members have a priority over non-tenured faculty, probationary faculty and Senior Lecturers have a priority over other Term faculty.

If a major is eliminated, but there are sufficient course offerings within the eliminated major to which the faculty member(s) being retrenched is assigned and those course offerings support the employment of one or more full-time faculty members (minimum of 12-15 workload hours per semester) to teach those remaining courses on a full-time basis, retrenchment will not occur for that particular faculty member(s) unless the remaining faculty member(s) are qualified to teach the remaining courses. If there are a minimum of 12 to 15 workload hours (WH) per semester offered within a major, then a current full-time faculty member cannot be retrenched and replaced with part-time faculty.

However, factors other than appointment type, rank, or seniority may be considered in order to meet operating needs of the University. Administration may retain specific faculty members regardless of appointment type,

rank, or seniority but who are best qualified to meet programmatic, curricular, or other academic needs. In making this selection, the Administration will give consideration to one or more of the following criteria:

1. Having specialized credentials necessary to perform the assigned responsibilities and/or teach a course or courses essential to a designated major(s).
2. Having expertise in a scholarly area that is necessary to perform the assigned responsibilities and/or to teach a course or courses essential to a designated major(s).
3. Having the demonstrated competence that is necessary for the continued accreditation of a major.

Such decisions shall not be arbitrary or capricious.

Faculty members who have been placed on a retrenchment list may apply to other available faculty positions for which they are fully qualified.

Post-doctoral faculty will not be retrenched so long as their funding is 100% external.

13.5: Notification of Retrenchment: Any full-time faculty member who is retrenched shall be advised in writing by the Provost of such decision by January 31.The notification from the Provost shall further advise the faculty member that the reason for their retrenchment is not due to dissatisfaction with their services.

13.6: Seniority Details: Time spent on military leave, authorized leave without pay, Faculty Improvement Leave, and Sabbatical counts toward seniority if the individual returns (or returned) from the leave to the department from which the leave was granted. Time spent on a temporary loan or transfer under the provisions of this article shall count toward seniority in the event the individual subsequently returns to an academic department. For purposes of retrenchment, seniority includes that portion of a continuous period of service at the University as a full-time faculty member or Department Chair.

If an academic department or program is merged with or transferred to another academic department as a result of reorganization, bargaining unit members who teach the courses in the department or program to be merged or transferred will be transferred to the receiving department with no loss in tenure, tenure eligibility, years of service accrued towards tenure or seniority.
Individuals who have resigned (or subsequently resign) from the University and have returned (or subsequently return) to the University shall be credited only with their current period of uninterrupted service. The effective date of initial appointment to the current period of uninterrupted University service shall determine an individual's seniority.

In cases in which two (2) or more individuals in a department joined the University on the same date, the individual that accepted the University appointment first in time shall determine seniority if this information is available in the personnel file.

In cases in which two (2) or more individuals were appointed by the University on the same, seniority shall be determined as follows:

a. A tie will be broken by giving credit for part-time teaching at the University.
b. If two (2) individuals have the same credit for part-time teaching, the individual who received the greater number of paychecks from the University as a part-time instructor shall be considered senior.
c. If a tie that cannot be broken by any of the foregoing procedures, it shall be broken by the last four digits of the Social Security Number. The employee whose last four digits are higher shall be treated as more senior.

13.7 Recall: A faculty member who has been retrenched shall be placed on a recall list for two (2) years. They shall have access to a list of personnel vacancies as they occur, and they shall receive preference to positions for which they are qualified over non-campus applicants. Faculty members
shall be recalled according to the principle "last laid-off, first recalled," providing a faculty member is qualified to perform the duties of the vacant position.

Article 14 Faculty Evaluation

Purpose: The purpose of the evaluation procedure described herein is twofold: The primary purpose is to help faculty to improve their professional performance, and second, to provide those individuals responsible for making personnel decisions with information regarding faculty performance, including promotion and/or tenure.

Student Evaluation of Teaching: Each faculty member will be evaluated for each course each semester. All student evaluations of teaching shall be subject to the exclusions specified in 14.3. Faculty members who team-teach shall be evaluated individually on the same basis as a faculty member teaching a course individually.

14.2a: Exclusions: The following courses shall not be evaluated by students:

- those in which there are fewer than five (5) students present for instruction at one time.
- those in which students receive fewer than fifteen (15) clock hours of classroom or laboratory instruction by the instructor.
- thesis/dissertation courses.

Further, should a faculty member feel that there are serious and compelling reasons why a specific course in a given term should not be evaluated, they may submit a written request for exclusion to the Department Chair (Chair). If the Chair approves the request, the faculty member's memorandum and the Chair's notation of approval shall be forwarded to the faculty member's Official Personnel File, subject to the provisions of Article 16.

In cases where the student response rate falls below 33% for a given class, such evaluations shall not be used for purposes of evaluating the faculty member for promotion and/or tenure.

14.2b: Procedure: The procedures for administering the evaluation instrument and for processing them depend upon the environment in which the evaluation is taking place. The Administration shall make arrangements for conducting these evaluations. Faculty members shall adhere to the instructions regarding the administration, collection, and delivery of the evaluation materials.

Student Evaluation of Teaching and Learning will be conducted as described in Section 14.2 by an electronic process and instrument selected and approved by the University. The electronic media for survey distribution shall be at the sole discretion of the University.

14.2c: Report of Results: Results of the evaluation shall be electronically available to Chairs, Deans, the faculty member, and Human Resources in a printable format. Evaluation results shall be made available in accordance with Article 16.3, in lieu of placing them in the faculty member's personnel file.

Students shall have the opportunity to inspect copies of the Student Evaluation of Teaching Summary.

14.3: Chair's Evaluation of Faculty: The Chair shall conduct the departmental evaluation of faculty. The Administration shall provide formal training in performance evaluation in the first year of a Chair's term before they are scheduled to evaluate faculty. This training shall also be required in the first year of the term of a Chair who has been re-appointed to the position. Documentation showing the completion of the training shall be inserted into the Chair's personnel file. The Administration shall notify the Association of dates of training on faculty evaluation and confirmation of Chair attendance. A faculty member appointed by the President of the Association shall participate in the training.

Non-tenured faculty shall be evaluated every year; tenured faculty shall be evaluated every other year. However, a tenured faculty member who receives an evaluation of "weak" or "very weak" in teaching, scholarship, or University service may be evaluated annually until an evaluation of "satisfactory" or above is achieved.

Departmental evaluations shall occur during March and April of each year. All faculty members scheduled for evaluation shall complete Parts I and II of the form and submit it to the Chair no later than April 1. The Chair shall forward the evaluations to the Dean by April 30. Evaluation deadlines may be extended by mutual

agreement. Tenured faculty whose last names begin with the letters AM shall be evaluated in the spring term of odd-numbered years; tenured faculty whose last names begin with the letters N-Z shall be evaluated in the spring term of even-numbered years.

The faculty member shall have the right to prepare the report of their activities, to be consulted by the Chair before the Chair completes Parts III-VIII of the form, to comment verbally and/or in writing upon the Chair's evaluation, and to receive a copy of the evaluation. The Chair shall review the faculty member's official personnel file and shall consult with the Chair(s) of the academic department(s) in which the faculty member is cross-appointed before performing the evaluations.

A scheduled evaluation may occur one (1) year earlier or one (1) year later when a faculty member is on leave for one (1) complete academic year or longer during the evaluation period, provided that the faculty member provides a written request for such a change to the Chair by January 1 of the year in which the evaluation is scheduled. However, in no case shall the number of years of paid University-related service evaluated exceed two (2) for non-tenured faculty, three (3) for tenured faculty below the rank of Professor, and five (5) for tenured full Professors.

Chairs may, at their discretion, use in-class or online observations of teaching in the process of completing their evaluation of faculty. Faculty shall be consulted regarding any in-class or online observation by the Chair at least two (2) weeks before the visit, and the faculty member and Chair shall jointly determine the specific course and date of the visit. Visits to courses delivered in an online environment will be limited to a single calendar day of access per course. The faculty member will provide or arrange for the Chair to have access to the specified course for the period of the observation. In no case shall a Chair conduct an in-class or online observation of teaching more than twice per course with a maximum of four (4) visits per evaluation period. The Administration shall provide additional periodic training specific to in-class observations for Chairs wishing to use this option. Any Chair who has not completed the training specific to the learning environment of the course being evaluated and who has not attended periodic updates of training will not conduct in-class or online observations of teaching. The Administration shall notify the Association of dates of training on in-class and online evaluation and confirmation of Chair attendance. Following the in-class or online observation, the Chair shall meet with the faculty member to discuss the observation.

Chairs may maintain information relevant to a faculty member's evaluation during the evaluation period. The Chair may only use negative information in the faculty member's evaluation if it is serious or repetitive and if the faculty member first has been given the opportunity to respond to that information.

In the case that a Chair evaluation includes negative elements, it should include specific recommendations for how the shortcomings should be corrected and a timeline by when they should be addressed.

A Chair's evaluation shall not include any reference to any investigation for which no findings have been formally reported.

The parties mutually agree that in the event that a faculty member misses the April 1 deadline, the evaluation will proceed through all steps and will be placed in the faculty member's official personnel file.

The parties furthermore agree that in the event that either the Chair or the Dean fails to evaluate a faculty member with a scheduled evaluation, this failure cannot be held against the faculty in decisions regarding tenure or promotion. If the Chair or the Dean fails to evaluate a faculty member with a scheduled evaluation, the faculty member shall initiate one of the following three (3) options:

1. Proceed with the evaluation, after indicating in writing that (a) they are choosing to proceed even though the deadline was missed, and (b) they understand that the evaluation will be placed in their personnel file.
2. Have the evaluation document, as much as was completed prior to the missed deadline, placed in their personnel file with a memo from Human Resources indicating the deadline was missed by the Chair or Dean.
3. Postpone the evaluation to the next academic year. A memo shall be placed in the faculty member's personnel file indicating that the deadline was missed by the Chair or Dean.

The option chosen shall be initiated by the faculty through a written notification to the Provost within two (2) weeks of learning of the missed deadline. If the faculty member fails to initiate their choice in writing within two weeks of learning of the missed deadline, option 2 will be followed.

14.4: Exclusivity of Evaluations: For the duration of this Agreement, the systems of faculty evaluations described in this article shall be the only faculty evaluations of any kind employed at YSU, except for the evaluative judg-

ments required by the provisions of this Agreement, the review of a candidate for graduate faculty status, and developing/setting/reviewing professional goals with the Chair.

Article 15 Workload Activities

In accordance with the requirements of Ohio Revised Code §3345.45, the Board of Trustees has established a "Faculty Workload" policy (3356-10-20) consistent with standards developed by the Ohio Department of Higher Education. The parties acknowledge and understand that workload is not an appropriate subject for bargaining under Ohio Revised Code Chapter 4117. Workload distribution, allocation and administration will be handled exclusively through Board policy and as recommended by the Departmental governance documents. The Administration shall consult with appropriate constituencies, including the Association, Administration, Chairs and Deans regarding workload activities. Any modification to these policies shall be at the sole discretion of the Administration.

Article 16 Personnel and Academic Files

16.1: General: The Administration shall maintain an official personnel file in the Office of Human Resources for each full-time faculty member. The official personnel file and support material temporarily submitted as part of an evaluation process (see Article 14) shall be the sole official repository of records to be used in the administration of the personnel evaluation provisions of this Agreement. Personnel files will be maintained for the duration of the faculty member's employment with the University and consistent with the University's retention schedule. Administration reserves the right to have an electronic process to store and review personnel and academic files.

16.2: Contents of Personnel File: From the time of appointment to full-time faculty, a faculty member's official personnel file will include all materials related to faculty member's employment, such as:

1. Application and all materials requested or received by the University from persons other than the applicant in connection with the faculty member's original employment (excluding documents the faculty member has waived the right to review) including official academic transcripts and curriculum vitae. The faculty member will be responsible for ensuring the currency of their curriculum vitae.
2. Copies of the faculty member's initial appointment and all subsequent appointment letters.
3. Documentation of compensation and/or salary adjustments.
4. Documentation pursuant to corrective action (Article 12).
5. Student Academic Complaints: If, after investigation, Administration affirms a student academic complaint, copies of the complaints may be placed in the Personnel File. In order to protect student(s) anonymity, a copy of any complaint this is placed in the Personnel File shall have the student(s) names redacted, unless the student(s) waive their rights to anonymity. Copies of all materials relating to the complaint(s) must be provided to the faculty member prior to insertion into the Personnel File (Article 19.2).
6. Student Academic Grievances: If the complaint rises to the level of a grievance and the grievance has been adjudicated against the faculty member, the written statement of the Grievance Hearing Panel's decision shall be forwarded to the faculty member's official personnel file (Article 19.3).
7. Any statement that the faculty member wishes to insert in response to or in elaboration of any other item in the file as long as the statement is compatible with the law.
8. Notifications of tenure and promotion decisions at all levels.
9. Documentation relating to student academic grievances that have been adjudicated against the bargaining unit member in the final step, in accordance with the Family Educational Rights and Privacy Act (FERPA).
10. Summary report of Sabbatical, FIL and Research Professorship.
11. Signature page from faculty pre-tenure review application.
12. Documentation related to separation from the University (e.g., letter of resignation, letter of termination).
13. Faculty Success Technology Platform (FSTP) file.

16.3 Contents of FSTP of any successor platform: The FSTP shall include, but not be limited to:

1. Curriculum vitae. The faculty member will be responsible for ensuring the currency of their curriculum vitae.
2. Chair evaluations and computer-generated summary reports of student evaluations. Faculty may elect to include results of voluntary student evaluations (Article 14).
3. Summary report of Sabbatical, FIL and Research Professorship.
4. Any supplemental material submitted by the faculty member.

Anonymous Statements: Anonymous statements shall not be placed in the file.

Inspection, Duplication and Access: The faculty member has the right to access and the responsibility to inspect their file at reasonable times. The Administration shall not levy a charge for the inspection of files, nor may it levy a charge for the duplication of the contents of a file.

Personnel Files are Public Records: Personnel Files will be maintained in accordance with Ohio's Public Records Act.

Non-University Access: The Administration shall notify individual faculty members within ten (10) business days when someone not employed by the University has examined or requested copies of their official personnel files in accordance with all applicable laws.

Article 17
Academic Freedom

The parties reaffirm adherence to the principle of academic freedom in faculty instruction and scholarship as a right that can be neither denied nor abridged. The faculty member shall have the freedom to pursue knowledge and to report the truth as they see it in the classroom, publications, reports of research activities, and all professional and academic forums. In exercising academic freedom, the faculty member should recognize their correlative responsibilities. In classroom teaching, the faculty member should emphasize only matters germane to their discipline. In making public statements, the faculty member should exercise discretion, attempt to be accurate, and shall not speak for the University unless officially designated as a spokesperson by the President of the University.

Article 18
Retirement

Summer Continuation: A bargaining unit member who retires at the end of an academic year shall be eligible to teach through the end of the summer term immediately following retirement.

Sick Leave Conversion: All members of the bargaining unit who at the time of retirement have completed ten (10) or more years of active service with the University or a combination of ten (10) or more years of active service with the University together with other State of Ohio units as specified by law, shall receive payment based on the member's rate of pay at retirement for onefourth of the individual's accrued but unused sick leave at retirement up to a maximum accrual of two hundred eight days (1/4 of 208 days = 52 days). Payment shall be based on a daily rate of 1/195 of the individual's last 9-month salary for each day. When an individual has accepted such payments, all sick leave credit accrued up to that time shall be eliminated. Such payment shall be made only once to an individual. An individual who returns to University service or any other state service after retiring may accrue and use sick leave as before but may not convert the unused sick leave at the time of second retirement. Sick leave conversion described in this article does not apply to any termination or separation other than retirement. A member of the bargaining unit who applies for sick leave conversion shall submit an official confirmation from STRS or their alternative retirement plan of their impending retirement.

Continued Benefits: Continued benefits are as referenced in Board policy 3356-7-17. After retirement, a faculty serving as a Principal Investigator on grants and contracts, shall be entitled to have access to the University's computing and network services, and to use an office and research facilities, including laboratories, providing they use it regularly and there is sufficient space available.

Emeritus Status: A bargaining unit member who retires in good standing with ten (10) or more years of service at YSU shall be eligible to apply for emeritus status within one year of their date of retirement. The retiring faculty member should provide the department chair with a CV and a letter requesting emeritus status with a description of their contributions to the university and service to society beyond the university community. The letter and CV shall be distributed to all current full-time faculty members in the retiree's department within five (5) business days. All current full-time faculty in the department and the chair shall be eligible to vote on the request via a secret ballot within thirty (30) days of receiving the request. If the majority (50% + 1) of votes are in favor of the request, the retired faculty member shall be recommended through the emeritus process established by the Office of Human Resources to the Board of Trustees. Upon approval of the Board of Trustees, the retired faculty member shall be conferred with emeritus status at the subsequent spring meeting of the Board of Trustees, and the newly designated emeritus faculty shall receive all benefits as set forth in Board policy 3356-7-17.

Article 19
Students

Commitment to Students: The Administration and the Association reaffirm their commitment to provide YSU students with the highest quality instruction possible within the limits of the resources available to the institution; and while both parties recognize the limits of the institution's resources, they also understand that our commitment to students is the first priority of the institution and that resources shall be distributed accordingly. The parties shall seek to maintain an environment that encourages each student to attain their maximum intellectual and emotional development, heightens the individual's awareness of contemporary forces in society and their impact upon the individual, and prepares students for productive careers and responsible citizenship. Accordingly, the parties commit themselves to the following:

1. The student evaluation of faculty teaching performance, as provided for in Article 14 (Faculty Evaluation).
2. Respect for the vital role of Student Government in representing and protecting the legitimate interests of the student body.
3. The continuation in future negotiations of the consultation and briefing sessions with student leaders.
4. The tasks, duties, and assignments enumerated in Appendix C.
5. The principle that a student who believes they have experienced treatment that is inconsistent with 19.1 has the right to proceed through the grievance process (Article 19.3).

Academic Complaints: If the Administration has received a complaint about a faculty member by a student, the Administration first determines the legitimacy of the complaint and attempts to resolve the issue. If intervention fails, and the Administration determines that the complaint is legitimate, the investigation shall continue, in which the faculty member shall learn the identity of the student and shall have an opportunity to respond. If the student is currently enrolled in the faculty member's class and wishes to remain anonymous, the investigation shall occur after final grades for the class have been submitted.

Academic Grievances: An academic complaint contending that a faculty member has violated the following criteria shall be considered an academic grievance and shall be referred to the Academic Grievance Committee of Academic Senate:

1. Material deviation from the instructor's policy on sanctions for academic dishonesty, as indicated on the course syllabus, to the detriment of the individual student, or in disputed cases of academic dishonesty.
2. Material breach of faculty contractual obligations as specified in the article on Teaching Rights and Responsibilities (Article 27), to the detriment of the individual student or the entire class.
3. Material deviation from the grading scale, grading criteria, assignment specifications, or grade weight distribution indicated on the course syllabus or other course materials, to the detriment of the individual student or the entire class.
4. In addition to the matters above, students may petition the Academic Grievance Committee to determine whether there are other academic matters that merit a hearing for academic complaints that have not been resolved at the Dean level.

A complaint that has been determined to be an academic grievance, shall be subject to the procedures established by the Academic Senate Grievance Committee.

Other areas of contention between a student and a faculty member may not be grieved under this section.

Article 20
Management/Retained Rights

Except as specifically, or by necessary implication, abridged, modified, or clarified by the terms of this Agreement, the Board of Trustees and the Administration retain all of the rights necessary to conduct the affairs and operations of the University, including those rights specified in O.R.C. 4117.08. These rights include, but are not necessarily limited to, the right to determine the number of personnel needed in any category; to hire, transfer, and assign personnel; to suspend or terminate personnel (exclusively through the procedures of due process set forth herein); to acquire, operate, and maintain facilities and equipment; to assign and manage financial resources; to determine policy; and in general to do all things appropriate and incidental to the grant of authority under O.R.C. (Chapter 3345; also Secs. 3356.01-3356.05; also, pertinent appropriation statutes).

Article 21
Association Rights

General: In addition to other rights and privileges accorded to the Association elsewhere in this Agreement, the Association shall have the rights specified below.

Access: Duly authorized representatives of the Association shall have access to the University premises for the purpose of transacting official Association business consistent with the Agreement, provided that this shall not interfere with or interrupt the normal conduct of University affairs.

Use of University Facilities at No Cost: The Association shall be permitted reasonable use of University rooms for meetings on the same basis as other faculty groups or faculty members. The Association shall be permitted reasonable use of University bulletin boards, faculty mail boxes, and University mail service for communication with members of the bargaining unit.

Use of Other University Facilities: The Association shall be permitted the reasonable use of University printing/reproduction services, on a "cost-for-use" basis. Printing/reproduction services shall be available to the Association solely and exclusively for activities and communication directly related to its role of exclusive representative of the bargaining unit defined in Article 2. The Association shall also be permitted, on a "cost-for-use basis," reasonable use of University vehicles in the Motor Pool, provided that three (3) days before the date of planned travel the vehicle(s) have not been scheduled for use by any academic or administrative unit. Use of such vehicles shall be available solely and exclusively for travel directly related to the Association's role as exclusive representative of the bargaining unit defined in Article 2. The charges to the Association for such services will not exceed those assessed against other on-campus groups or individuals.

Printing of Agreement: Copies of this Agreement shall be posted in electronic format on the University's Human Resources webpage for download in a printable PDF format. The University shall provide the Association with fifty (50) copies of this Agreement.

Non-Discrimination: The Administration shall not discriminate against any member of the bargaining unit because of membership in, or activity on behalf of, the Association or its state or national affiliates or because they exercise their rights under this Agreement or under O.R.C. 4117.

Committee Service and Duties: The President of the Association, the Chair of the Association Negotiations Team, and the Chair of the Association Grievance Committee will not be required to serve on more than two (2) committees. During the twelve (12) months preceding the expiration date of this Agreement, the provisions of this section shall apply also to members of the Association's Negotiations Team.

Association Reassigned Time: The Administration shall provide a pool of eighteen (18) reassigned hours for Association members each academic year, except in the last year of each Agreement, in which the pool of reassigned time provided by the Administration shall be increased to thirty-six (36) reassigned hours, for activities related to negotiating a successor Agreement. The Association may, at its option, purchase up to nine (9) additional reassigned hours at the rate of a part-time faculty with a terminal degree. Distribution of these reassigned hours shall be determined by the Executive Committee of the Association. No Association member shall receive more than one (1) course release per semester pursuant to this section, except the President and Chief Negotiator of the Association who shall receive no more than two (2) courses release per semester in a negotiating year pursuant to this section. These reassigned hours may accumulate during the term of this Agreement. By April 30 of each year, the Association shall notify the Provost's office of the reassignments for the next academic year. If changes are made in these reassignments, the Association will notify the Provost's office as soon as possible. Upon election of a new negotiations team, the Association shall notify the departmental Chairs in order to facilitate an optimal coordination of schedules for the spring semester of the last year of each Agreement in an attempt to create a common day of the week and time of day when all negotiating team members can be available for meetings. Success in the effort at coordination is not guaranteed, nor shall it be allowed to disrupt essential departmental operations and needs. Reassigned time for non-teaching equivalencies shall not apply to activities that are included in the general duties expected of all faculty members.

Negotiating Team Summer Compensation: Should negotiations of a successor Agreement extend beyond the end-point of the members of the negotiations team's nine-month employment contract, then up to two (2) members of the negotiations team shall be provided with a supplemental contract equivalent to the compensation for a fully enrolled three-credit hour summer course. YSUOEA shall have the option to contribute additional funds for compensation to other members of the negotiations team.

Article 22
Dues Deduction and Fair Share Fee

Payroll Deductions: Upon receipt of written authorization of payroll deductions by members of the bargaining unit transmitted by the Association, the Administration shall deduct Association dues (including the dues of Association affiliates) from the paychecks of all bargaining unit members in equal increments and will transmit the amount deducted to the Association promptly. The President of the Association shall, by August 20 of each year, make known to the Administration and to members of the bargaining unit the amount to be deducted annually. The Administration shall levy no charge upon the Association for administering the payroll deduction. If applicable, in accordance with the provisions of Ohio Revised Code Section 4117.09(B)(2), the University will provide payroll deduction of initiation fees, and assessments of members of the exclusive representative upon receipt of written authorization of payroll deductions by members of the bargaining unit transmitted by the Association.

Fair Share Fee:

This section is null and void as a matter of law based on the Supreme Court decision in Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al., 138 S. Ct. 2448 (2018) and will not be implemented. The parties agree that if the law shall be changed to permit the levy of fair share fees, the following language shall be implemented: "In recognition of the Association's services to the bargaining unit, each member of the bargaining unit who is not a member of the Association shall, on the effective date of the Agreement or sixty (60) calendar days after the effective date of appointment to a bargaining unit position, have a "fair share fee" deducted from their pay and forwarded to the Association. The Association will certify to the University the amount of the fair share fee, which shall not exceed the amount of regular membership dues then currently being paid by members of the Association. At the time the Association certifies the amount of the fair share fee, it will provide the University a written report detailing the Association's fair share fee procedure."

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

O.R.C. Applicability: This article is in all respects subject to O.R.C., Section 4117.09, including the rebate procedure and conscientious objector provisions thereunder.

Indemnification: The Association agrees that it shall indemnify and hold harmless the University, its officers, trustees, employees or agents, against all claims, damages, causes of action, awards, costs, expenses, and any and all other damages, including attorney's fees, arising or resulting from, by reason of, or touching upon the University's agreement to the provisions of this article and the University's actions and conduct with respect to these provisions.

The Association will indemnify for attorney's fees only if it was afforded the opportunity to designate counsel in cooperation with the Attorney General's office of the State of Ohio to represent and defend the University, provided that in no event, shall the Association's payment of attorney's fees exceed the limits of any insurance policy that is held by the Ohio Education Association to cover such circumstances. The University agrees that its counsel shall give full and complete cooperation to the Association and its counsel at all levels of any legal proceeding relating to the Fair Share Fee provision.

Article 23
Administration-Association Relations

No Strike — No Lockout: There shall be no strikes or lockouts except as permitted under O.R.C. 4117.

Selection of Representatives: Each party shall have the unqualified right to select its own representatives for purposes of negotiating or administering this Agreement, free from any attempt at control or interference by the other party with respect to such selection. Each party shall also ensure that at any and all times, a properly selected team or individual has been authorized to represent its interests. Each party shall notify the other immediately of those who are authorized to represent them to permit appropriate and necessary meetings and discussions.

Representation Elections: The Administration recognizes the Association as the sole and exclusive bargaining agent for the members of the bargaining unit until such time as the Association is decertified or replaced by means of a representation election, as provided by O.R.C. 4117.

Information: The Administration will furnish the Association copies of communications distributed generally to faculty in the University or in any college upon request. Similarly, the Association will furnish the Administration copies of communications distributed generally to faculty in the University or in any college upon request.

The following will be sent to the Association as soon as it is available:

- the internal operating budget when adopted by the Board of Trustees.
- year-end financial reports (including the record of income and disbursements).
- term enrollment data.
- a comprehensive report from the Office of Human Resources each October 1 of the membership of the bargaining unit.
- a report each term from the Office of Human Resources of personnel changes affecting the bargaining unit since the previous report that shall include appointments, promotions, retirements, deaths, separations, and conferral of tenure.
- the agenda and official minutes of the Board of Trustees' meeting, including red-lined changes to Board of Trustees' policies.

Recorded Conversations: No conversation or conference between a member of the faculty and a member of the Administration shall be mechanically recorded without the full awareness of the other party that the conversation or conference is to be recorded. "Mechanically recorded" includes any tape recorder or audio or video recording device in the possession of or on the person of the individual who records the conversation or conference.

Regular Meetings: The parties mutually agree to meet each term to address contractual matters of concern to either party to maintain a harmonious relationship. The primary objective of these meetings will be for both parties to share information and to work together in a manner that will benefit the entire University community.

Memoranda of Understanding: From time to time during the term of this Agreement, the parties may agree to Memoranda of Understanding (MOUs) that interpret, implement, modify, or provide non-precedent-setting exceptions to this Agreement. To be binding, an MOU must have been negotiated by the respective negotiators and signed by the chief negotiator of the Association, the President of the Association, and the Provost or their designee. Each MOU shall be identified by a unique number that begins with the year in which it was signed, followed by decimal number that reflects the sequence of the MOU during the calendar year (e.g., 202X.1; 202X.2; 202X.3; etc.).

Article 24
Separability

Impact of Judicial Decisions: The parties intend that this Agreement shall in all respects be construed and applied in a manner consistent with applicable statutes and court decisions of competent jurisdiction and regulations properly enacted thereunder. For purposes of this Agreement, no court decision shall be deemed applicable to any part of this Agreement unless said decision constitutes binding legal precedent on courts of the jurisdiction within which the University is located.

In the event any provision of this Agreement shall be affirmatively determined by appropriate authority to be contrary to any such statute or regulation, such provision alone shall become thenceforth invalid and of no effect, consistent with such determination, but the remainder of this Agreement shall not thereby be deemed illegal or unenforceable. The parties agree to meet within fifteen (15) business days to discuss any decision that renders any portion of this Agreement null and void and may revise those provisions rendered invalid.

In the event that the parties disagree on the application and effect of such court decision on the Agreement, either party may institute prompt legal action seeking a judicial determination of decisional effect. Until such judicial determination is made, the part of the Agreement alleged to be invalid shall remain in full force and effect.

Appeals of Judicial Decisions: The parties further agree that they shall cooperate fully with each other in seeking an expeditious resolution of any such decision through litigation in the event that either party or both parties disagree with the decision. The parties agree that, should a court decision overturn any decision that a portion of the Agreement is illegal, the parties shall accept the ruling of the court of law. However, each party shall reserve the right to file an appeal to a higher court and may seek to have the ruling set aside until the issue under appeal is decided.

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

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

Article 25
Academic Workplace Environment

General: It is the goal of the Administration and the Association to secure a work and academic environment that is clean, safe, healthful, non-discriminatory, and free from sexual harassment, menacing, stalking, or other hostile conduct by any member of the University community.

Sexual Harassment:

Purpose: The purpose of this section is to establish a strong commitment to prohibit sexual harassment and establish a procedure for investigating and resolving internal complaints of sexual harassment. The sexual harassment procedures are designed to aid in the process of educating members of the University community, serve as a means of preventing sexual harassment, and promptly and fairly respond to alleged incidents of sexual harassment.

The Administration shall distribute the policy and provide annual training to all members of the University community to develop greater awareness and sensitivity regarding issues of sexual harassment.

Non-Discrimination:

Purpose: The Administration and the Association mutually commit themselves to the achievement of an academic environment that recognizes the inherent worth and dignity of every individual. Accordingly, the parties reaffirm their belief in the principle that decisions within the University structure shall be conducted in an atmosphere of fairness and free of bias based on gender, race, marital status, age, national origin, sexual orientation, disability, military status, or political or religious affiliation.

Practice: The Administration and the Association agree to continue their established policies of non-discrimination on the basis of any characteristic prohibited by Federal or Ohio law or Board of Trustees Policy. The parties agree that allegations of illegal discrimination and harassment should be reported to the Director of Equal Employment Opportunity and Policy Development and are not grievable.

The Administration shall distribute the policy and provide annual training to all members of the University community to develop greater awareness and sensitivity regarding issues of discrimination.

Academic Workplace Environment and Safety Task Force: The Administration and the Association agree to establish a joint Academic Workplace Environment and Safety Task Force with three (3) members of the Administration, one of whom shall be the Executive Director of Facilities, and three (3) members of the Association. In addition, Student Government will be invited to have one (1) member on the committee. Each party shall appoint their respective members. The Association, Administration, and Student Government will submit the names of their representatives to the University President before May 1 of the preceding academic year. This committee shall coordinate, when appropriate, with counterparts representing other units on campus. The appointments will be for three-year terms. The President of the Association shall select the Chair of the task force.

The general responsibility of the committee will be to provide suggestions and action plans for a safe and healthful workplace by recognizing hazards, recommending abatement of hazards, and recommending educational programs. Suggestions and action plans shall be submitted to the Vice President for Finance and Business Operations. The Administration shall respond, in writing, within thirty (30) calendar days of the receipt of the report. To fulfill this responsibility, the committee shall meet regularly but no less frequently than three (3) times per academic year and maintain minutes of committee meetings. Committee reports, minutes, and Administrative responses shall be posted in an appropriate location on the University's web site by June 30.

Office Space, Classrooms, and Instructional Technology:

Office Space: The Administration shall provide each full-time faculty member with suitably equipped, secure, private office space and the necessary supplies for such person's work.

Classroom and Laboratory Space: The Administration shall provide classroom and laboratory space adequate for effective instruction.

Instructional Technology: When instructional technology is required for classes, there shall be sufficient equipment to accommodate the students assigned thereto.

Information Technology Resources: Faculty members' use of University computing resources and expectations of privacy associated therewith are governed by Youngstown State University Board of Trustees' policy or policies regarding the use of such resources, as those policies may be instituted or amended by the Board from time to time.

The Administration shall provide each full-time bargaining unit member with a modern computer system connected to the campus network. In accordance with Board Policy 3356-4-09.2 Storage of electronic data, all YSU production and academic data should be stored on a supported, YSU enterprise storage resource and not a local computer to ensure best practices in backup, security, disaster readiness and continuity of university data.

The Information Technology Steering Committee (ITSC) shall contain two members of the bargaining unit. At their discretion, the President of the Association may appoint up to two (2) faculty members each fall semester. The appointments shall be for one-year terms, subsequent reappointments of voting members will be governed by the ITSC Charter. The ITSC is scheduled to meet monthly during each academic year. The meeting minutes will be available for review by faculty members concerning plans for changes to the University's information technology environment.

Building Access: A faculty member who, after hours or when the University is closed, needs access to buildings in which their office and/or laboratories are housed will be granted a key to the building upon the approval of their Dean. A faculty member who wishes to have a key shall submit a request for a key to their Department Chair.

Drug-Free Workplace: The Administration and the Association agree that it is their mutual goal to achieve and maintain a "drug-free workplace."

25.9: Surveillance: Surveillance may never be used for evaluating teaching performance, attendance, or any other behaviors related to an employee's job description. Exceptions to this policy require written permission from the faculty members.

25.10: Committee Meetings: Administration shall not schedule classes for bargaining unit members between the hours of 4:00 p.m. and 5:00 p.m. on Wednesday so that this time will be available for various committee meetings. Neither departmental nor committee meetings shall be scheduled between the hours of 4:00 p.m. and 5:00 p.m. on the second Wednesday of each month so that the Association may schedule meetings.

25.11: Committee Assignments: A faculty member, with the exception of faculty holding a Postdoctoral appointment, is expected to serve on committees, but a faculty member shall not be required to serve on more than four (4) committees concurrently. Committees refer to the Department Promotion Committee, department curriculum committee, and to regular or ad hoc committees of the college, University, Academic Senate, and the standing committees of the Association. Membership in the Academic Senate constitutes a committee assignment. The Association Executive Committee shall count as the equivalent of two (2) committees.

25.12: Academic Calendar: The Administration shall develop the academic calendar in consultation with the Executive Committee of the Association. When possible, the consultation shall take place by September 30 of the preceding year. In this calendar, the contract year shall begin one week before the start of the fall term classes and shall extend for 39 weeks. The academic week shall extend from Monday through Friday even though some classes may be scheduled on Saturday and Sunday, and the academic day shall extend from 7:00 a.m. to 10:30 p.m. Holidays shall be observed in accordance with the provisions of Section 124.19 of the O.R.C. The following days shall be observed as holidays, and no classes will be scheduled on the days when these holidays

are observed: Veteran's Day, Thanksgiving, the Friday after Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, and Labor Day. When a holiday falls on a Saturday or Sunday, either the preceding Friday or the following Monday shall be observed as a holiday, and no classes shall be scheduled. The scheduling of department meetings shall take into account the weekend teaching schedules of department faculty.

Article 26
Intellectual Property

Intellectual Property: The parties to this agreement believe that the public interest is best served by creating an intellectual environment whereby creative efforts and innovations can be encouraged and rewarded, while still retaining for the University and its learning communities reasonable access to, and use of, the intellectual property (as defined in Appendix A) for whose creation the University or external organizations have provided assistance. To that end, the University supports the development, production, and dissemination of intellectual property by its faculty members for the benefit of the public at large. employer or contractor by law is the author, and hence the owner of the copyright, in accordance with Ohio Revised Code Section 3345.14 and the Copyright Act of 1976, Title 17 of the United States Code. The University's general counsel in consultation with the author and the Director Research Services shall determine if the University will waive its copyright interest in the work for hire.

26.1b: Use of Intellectual Property: Material created for ordinary teaching use in the classroom and in department programs, such as syllabi, assignments, tests, lecture notes, PowerPoints, and audio and video recording shall be the property of the faculty author, but the University shall be permitted to use such material. When specifically authorized in writing by the author(s), the University may also use such materials for other purposes.

26.1c: Distribution of Any Funds Generated: Funds received by the faculty member(s) from the sale or licensing of intellectual property owned by the faculty author(s) or inventor(s) shall be allocated and expended as determined solely by the faculty author(s) or inventor(s).

Funds received by the University from the sale or licensing of intellectual property owned solely by the University shall be allocated and expended as determined by the University.

Unless otherwise negotiated by the faculty member(s) and the University, funds received by the faculty member(s) and the University from the sale or licensing of intellectual property owned jointly by the faculty member(s) and the University shall be allocated and expended as follows:

1. The first $5,000 of the net royalty income received will be distributed to the faculty member(s).
2. Thereafter, the net royalty income received will be equally distributed between the faculty member(s) and the University.

In the event of collaborating creators, the University and the creators will determine the allocation of individual shares upon completion of an Intellectual Property disclosure form.

Article 27
Teaching Rights and Responsibilities

Right to Teach: Academic administrators who wish to teach may do so in coordination with, and upon approval of, the department involved but in no case if it jeopardizes the employment of a currently available full-time faculty member. Graduate assistants may be assigned to teach lowerdivision classes provided that they do not jeopardize the employment of currently available full-time faculty members. Non-employees of the University may not be assigned a full-time teaching load.

27.2: Textbook and Course Materials Selection: A faculty member shall select the textbook(s) to be used in their courses unless the faculty member teaches a multi-section or sequential course, in which case the faculty who are involved in teaching the course(s) shall provide for textbook selection. To assist the University to comply with Section 133 of the Higher Education Opportunity Act, written notification shall be provided to the Chair regarding textbook and course material selection no later than seven (7) calendar days prior to the date established on the University Calendar of Operations as the Textbook Order Due Date.

A faculty member's failure to provide textbook information by the date established in this article and section shall result in a default to the textbook and course materials previously utilized by the faculty in that course, if available, or if not available, equivalent textbook and/or course material to be used for the upcoming academic term shall be selected in consultation with the faculty member.

The University has issued Policy Number 3356-10-23 Textbook selection policy.

Course Requirements: Members of the faculty must provide each student access to a course syllabus in each course taught. A copy of the syllabus must be provided to the Chair and students on the first day of each semester/ term whether or not there has been a revision(s) to said syllabus. When a faculty member is informed of a new course assignment within seven calendar days of the semester/term, this deadline shall be extended to no later than seven calendar days after the beginning of the semester/term. The course syllabus shall include a clear explanation of the faculty member's policies on grading and class attendance for the course, a list of the days, times and location of scheduled office hours (including the methods of communication for distance education courses). During office hours, a faculty member shall explain a grade to a student who requests such explanation. The faculty member must provide to each student at least one (1) written grade report on a substantial class assignment (test, examination, essay, etc.) at least three (3) weeks before the deadline for student withdrawal from the course. Faculty members shall retain student materials in physical or digital form that have not been returned to the students for one (1) semester. Material from the spring or summer semester should be retained through the following fall semester. Faculty members shall retain grade and attendance records (if kept) for one (1) year. Backup of student materials through the course management system by faculty members will satisfy the materials retention requirement. During the first fourteen (14) calendar days of each term faculty members may be required to identify students who do not attend selected lower-level classes. The method utilized to identify such students shall be at the discretion of the faculty member. Faculty members may not penalize a student for missing a class if the student provides advanced documentation that the absence was a result of a University-sponsored activity. If a course has a final exam, the course is required to meet during the assigned final exam time slot unless alternate arrangements have been made subject to the approval of the Department Chair.

Outside Employment: Faculty members may accept consulting and other employment outside the University provided these activities to not represent a direct conflict of commitment or interest as defined below:

Conflict of Commitment: Faculty members must give due regard to their paramount responsibilities to the University in determining the amount and character of work done outside it.

Conflict of Interest: Faculty members must refrain from engaging in any activity that could potentially have a substantial and continuing negative impact on the faculty member's University or professional obligations. Activities of this nature might include long-term relationships with business, government, or nonprofit organizations; expert testimony; or self-employment.

The extent of consulting and/or outside employment must be disclosed each term academic year on a form provided by the University prior to accepting outside employment. These rights and responsibilities exist at all times, including periods of leave. A full-time appointment to the faculty of another school, college, or University is by definition unacceptable and excessive outside employment. Should a faculty member's outside employment status change at any time during the academic year, the faculty member is required to submit an updated outside consulting form.

If the Chair believes that a faculty member's outside activities interfere with the extent or quality of the faculty member's obligation to the University or their profession or compete directly with the University in its pursuit of grants, awards, projects and other sources of funding, the Chair and the faculty member shall discuss the situation in an attempt to resolve any problems or misunderstandings. If a resolution cannot be reached at the department level, then either party may appeal to the Dean. Should the matter not be resolved at the level of the Dean, then either party may appeal to the Provost. In no case shall a faculty member be unreasonably denied the opportunity for outside professional development. Faculty members who are in receipt of approved Sabbatical, Faculty Improvement Leave (FIL), or a Research Professorship shall not be eligible to accept outside employment that is competitive with or in conflict with the interests of the university for the duration of the re-assignment.

Start of Contract Period: Bargaining unit members are expected to be available for service at the beginning of the contract period. If the bargaining unit member reports after the date they are scheduled to perform duties, their salary shall be reduced by an amount equal to the individual's pay for the days of absence. The penalty shall not apply if the absence has been authorized in advance by the Department Chair.

Office Hours: Faculty members shall maintain a minimum of five (5) office hours weekly and two (2) additional hours for student appointments only during each term (3 hours for summer term) at times convenient to both the faculty member and to their students. Office hours shall be distributed over a minimum of three (3) days each week (two days each week for summer term) unless alternative arrangements have been made subject to the approval of the Department Chair. Faculty members shall post a statement regarding the methods and procedures to be utilized for office hours. Faculty members shall respond to student communications that occur outside of the scheduled office hours within two business days of the receipt of the student communication.

Online office hours may fall beyond the standard institutional business operations of the University; however, the students must be informed of online office hours in the syllabus. During these times, a faculty member shall be available to meet with students in connection with courses and academic advisement. Office hours missed due to emergencies or unavoidable University obligations shall not be subject to the student grievance process.

Final Grades: The parties agree that the individual faculty member retains the authority to make the final determination of the grade to be awarded to each student in their courses. No individual or committee shall be authorized to change a grade, except upon the recommendation of the faculty member who awarded the grade, or as provided in Article 19.3. The provisions of this article shall not apply in situations in which the faculty member is no longer in the employment of the University and cannot be contacted by the Administration.

Article 28
Miscellaneous

Salary Checks: Faculty salary payments shall be made semi-monthly. Payments 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 University working day nearest to the fifteenth (15th) and last day of each month.

Payroll Deductions: Upon proper individual authorization, the Administration shall administer the following payroll deductions and a record shall be kept of dates of transfer. These deductions shall be transmitted no later than the next pay date:

Association dues.

- Up to two (2) tax-exempt charitable organizations. Tax-sheltered annuities; Individual Retirement Accounts (IRA), IRS approved 403(b) and/or 457 programs.
- Contributions to the Ohio Education Association Political Action Committee or the Ohio Education Association Fund for Children and Public Education.
- YSU Foundation.
- Section 125 and premium "pass through" payments.
- STRS service credit purchase.

An employee may enroll in a tax-sheltered annuity program once each year.

Primary Residential Address: The bargaining unit member shall provide a current primary residential address to both the Office of Human Resources and to the Department Chair. Notifications that the University sends to a faculty member's primary residential address shall be mailed to the current primary residential address on record in Human Resources. P.O. boxes do not qualify as primary residential addresses.

Official Forms: The Office of Human Resources shall maintain a repository of official forms to be used for applying for promotion, sabbatical, FIL, and other applications specified in this Agreement, as well as forms for faculty evaluation. The forms shall be available in electronic format.

Article 29
Types and Duration of Appointments

General: The standard length of a faculty appointment shall be nine (9) months, although exceptions may be made by mutual consent of the Administration, the Association, and the employee. Unless such consent is made, no faculty member shall be required to perform any workrelated duties nor shall their presence on campus be required (unless duties are related to fall and spring semester appointments). Appointment details are available electronically.

Types of Faculty Appointments: The types of faculty appointments and special provisions of these types are described as follows:

Tenure: This type of appointment is issued to a faculty member who, subsequent to a tenure review, has received written notification from the Provost that tenure has been granted. If tenure is awarded, the faculty member is appointed without the necessity of reappointment.

Tenure Track: This type of probationary appointment is issued to a faculty member at the rank of Assistant Professor or above who has completed the terminal degree in their field, or who holds alternative credentials proposed by the department and approved by the appropriate Dean and has not yet received tenure but is progressing toward it.

Degree Completion: This type of appointment is issued to a faculty member who is completing a relevant terminal degree. The degree completion contract is a one-year contract that may be renewed one time. Upon completion of the degree, the faculty member shall be assigned the rank of Assistant Professor and issued a probationary contract beginning the following academic year. At the request of the faculty member and with the recommendation of the Chair and the Dean, and the approval of the Provost, the faculty member may be given up to one-year credit toward Tenure with Promotion to Associate Professor.

Non-Tenure Track: This type of contract may be for an annual or multi-year period at the rank of Assistant Professor non-tenure track, Lecturer, Senior Lecturer, or Principal Lecturer and may be renewed upon recommendation of the Dean and approval by the Provost. A faculty member holding a Non-Tenure Track appointment is not eligible to apply for promotion (with the exception of Lecturer), tenure, sabbatical, or research professorship. Senior Lecturers and Principal Lecturers are eligible to apply for FIL.

Tenure, Tenure-track and Non-tenure track faculty are equally eligible to receive reassigned time for service as approved by the Dean and described in the departmental governance documents.

A faculty member who has held a non-tenure track appointment for five (5) or more consecutive academic years shall be eligible to be nominated for a Distinguished Professorship Award in teaching and/or service.

Lecturer: This type of annual appointment is issued to a faculty member who is responsible for teaching with no expectations for scholarship or research, and minimal expectations for service. Lecturers shall not be expected to have completed the terminal degree in their field. A Lecturer is eligible to apply for promotion to a Senior Lecturer beginning with their fifth year of service.

Senior Lecturer: This type of appointment is issued to a faculty member who is responsible for teaching with no expectations for scholarship or research, and minimal expectations for service for the duration of three years and may be renewed every three years.

Principal Lecturer: This type of appointment is issued to a faculty member for the duration of three or more years. The faculty member has expectations for teaching, service, and community engagement. There are two pathways to become a Principal Lecturer:

- A Senior Lecturer with a strong record of teaching who has demonstrated community engagement and service to the University over a period of five or more years. Subject to availability.
- Hired with an equivalent of at least five years of full-time professional experience as well as demonstrated excellence in the area of community engagement and outreach.

Assistant Professor Non-Tenure Track: This type of appointment may be for an annual or multiyear appointment and may be renewed upon recommendation of the Dean and approved by the Provost.

Visiting: This type of non-tenure track appointment is issued to a faculty member for a term of up to one year and may be renewable to cover a period not to exceed three academic years. The number of Visiting contracts for a year shall not exceed six. The salary for a visiting faculty member that falls below the minimum for a particular rank specified in Article 4 shall be determined by consultation and approval of the Executive Committee of the Association and the Provost. Faculty on a Visiting contract shall not have the shared rights specified in Article 9.4 of the Agreement.

Postdoctoral: This type of contract is issued to a faculty member who has completed a doctoral degree in their field. There shall be two (2) types of postdoctoral contracts: a Research Postdoctoral and a Teaching Postdoctoral. A Research Postdoctoral shall not exceed four (4) WH per semester in teaching, and a Teaching Postdoctoral shall not exceed nine (9) WH per semester in teaching. This type of contract may be renewed no more than one (1) time.

A faculty member holding a Postdoctoral contract is not eligible to apply for tenure and promotion, sabbatical, faculty improvement leave, Research Professorship, reassigned time , or Distinguished Professorship Awards.

29.3: Other Appointments: In special circumstances, an exception to the types of contracts listed in Article 29.2 of the Agreement may serve the interests of both the University and the Association. In such cases, the Provost and the President of the Association, with the approval of the Executive Committee, may agree to a contract under terms other than those indicated in Article 29.2. It is understood, however, that all such faculty shall be members of the bargaining unit and shall be subject to the terms of the Agreement.

Article 30 Cyberlearning

Introduction: The Administration and Association recognize that advances in technology may allow for the development of technologically innovative methods of instruction that enhance accessibility to learning and may increase enrollments. The definition of "Cyberlearning" as used here is in Appendix A.

Distance Education Learning Community: A Distance Education Learning Community (DELC) will be composed of the Cyber Learning Director, Instructional Designer(s), faculty volunteers and participants. One of the Instructional Designers will serve as the DELC Chair.

The charge of the DELC shall be to use the needs of faculty teaching online to:

- Make suggestions for improvements on items such as new workshops, needed technology, and training through meetings scheduled at the discretion of the committee.
- Make suggestions for course development goals or plans based on identified needs of YSU students.
- Discuss the effectiveness of distance programs in promoting knowledge or skill acquisition.

Rights and Responsibilities: The following describes the role and responsibilities of those parties involved with DE:

- Faculty members shall not be required to teach more than two (2) DE courses per semester unless otherwise indicated in their initial letter of appointment.
- A faculty member teaching DE courses will be required to complete training as specified by DE policy.
- A faculty member teaching distance education courses shall minimally comply with all of the standard practices, procedures, and criteria that have been established for traditional in-the-classroom courses, except as set forth below. Current DE Policy states that all individuals who will be a part of the development process must have participated in the appropriate training as provided by Quality Matters or the Department of Cyberlearning.
- The Chair schedules DE courses. These courses shall be subject to the usual norms and responsibilities of review and coordination associated with the functions of the college and department. Once a course has been scheduled as a traditional or web-based course it cannot be converted to another instructional method without the prior approval of the Chair.
- Support Services: Within the limits of available resources, the University shall provide technology, software, equipment, and personnel. These services will be provided by the Department of Cyberlearning.

Asynchronous Class Size: Course caps in online and hybrid courses should reflect the course caps for traditional courses. DE course caps may not vary from departmental course caps unless approved by the Department Chair, Dean, and Provost.

In no case shall class size exceed the enrollment conducive to effective teaching and effective student learning.

DE technology shall not be used to retrench faculty. All guidelines that apply to traditional courses in regards to workload apply to DE courses.

Course/Program Development: Faculty members are not permitted to develop DE courses for the University unless their proposals are accepted by the Provost or their designee.

Compensation for Web-based (WB) Courses ONLY:

1. Course Development:

Courses that have not been previously taught as a web-based course within the past three (3) years are certified by a Department of Cyberlearning internal review team and that have met the Electronic Information Technology (EIT) Accessibility Standards shall be compensated with a stipend of $2,000 to be paid within three (3) pay cycles after the course has been confirmed as finalized by the Director of Cyberlearning or their designee.

A course developer who is a member of the bargaining unit shall have the first right of refusal to teach the course they developed for a period of two academic years (excluding summer) after the course is offered for the first time. A procedure to ensure the exercise of the right of first refusal for summer course rotation shall be identified in the department governance document.

If multiple sections of the course must be offered, and the developer exercises the right of first refusal for one section, faculty other than the developer may be assigned to teach additional sections.

Article 31
Other Compensation

Faculty Development and Travel: For planning purposes, each member of the bargaining unit must provide the Department Chair with information on their anticipated development/travel plans by December 1. Travel plans shall include relevant information such as the name of conference, dates of conference, faculty member's expected participation, and estimated costs. Funds provided below shall be allocated and used for faculty travel and/or development that are in the interests of the faculty member and the University, and are subject to the normal University standards for allowability.

31.1 a.: Departmental Faculty Development and Travel: The departmental travel fund shall be used in accordance with department governance documents. Each year, the University shall budget to each academic department a departmental travel fund for the duration of this contract. The amount budgeted shall be as follows:

$1,000 times the number of full-time faculty members in the department.

31.1 b.: College Faculty Development and Travel: Additionally, the University shall budget to each college Dean's office the following sums times the number of bargaining unit members within that respective college:

$600 times the number of full-time faculty members in the department.

The Dean, in collaboration with the Department Chairs, on behalf of faculty members with additional travel opportunities, will allocate unencumbered funds for additional faculty development travel.

31.2 Publication Costs: The Administration agrees to pay the reasonable costs for publication of a bargaining unit member's peer-reviewed scholarly research provided that the publication carries the University's identification. For professional publications where a submission fee is required, the University shall ensure that the cost of submission is supported by the University. Approval shall be secured in writing by the individual from their Chair, Dean and the Director Research Services using the appropriate form before making financial commitment to costs.

31.3 Bookstore and Athletic Tickets: The University will fund the cost of a twenty percent (20%) discount for bargaining unit members on purchases of $5.00 or more on items sold by the University Bookstore and the cost of a fifty percent (50%) discount on athletic tickets and University Theatre tickets for use by bargaining unit

members and their immediate families. (The athletic ticket discount shall be available on individual athletic events only if the tickets are purchased at least one (1) day before the event.)

31.4 Tuition or Fee Remission: Children and spouses of bargaining unit members shall enjoy the benefits of early registration each semester they are enrolled and shall be granted remission for instructional fees at YSU, including out-of-state instructional fees where applicable. "Children" for purposes of this article are the biological children, legally adopted children, or stepchildren of a bargaining unit employee. Bargaining unit employees must provide sufficient evidentiary information requested by Administration such as copies of marriage licenses, birth certificates, and certificates of adoption to assist Administration in determining that the child or spouse is eligible for tuition remission. Bargaining unit employees must also properly complete the University's application/affidavit to receive tuition remission. Dependent children shall be eligible for fee remission to the end of the academic year during which they reach age twenty-five (25).

Bargaining unit members shall receive remission of instructional and general fees, including outof-state fees where applicable, for up to eighteen (18) semester hours per academic year and six (6) semester hours during the summer terms. Courses may not be taken at times that conflict with assigned duties. Remission of the general fee shall be granted to members of the bargaining unit only. The restriction of six (6) semester hours shall not apply to courses taken at YSU as part of a Sabbatical or Faculty Improvement Leave granted under the provisions of Article 6.

Bargaining unit members, 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.

31.5 Reimbursement for Instruction (Off Campus): Faculty members who are required to provide instruction or perform other official duties off campus shall be reimbursed for travel in accordance with YSU Travel Policy and Guidelines. Travel for instruction and other official duties that involve international locations shall likewise be reimbursed according to YSU Travel Policy and Guidelines.

Faculty members asked to travel on behalf of the University to state-related or other service-related activities (ODHE, for instance) shall be reimbursed as appropriate, in accordance with YSU travel policy and guidelines. Their professional-development-related travel funds will not be used for these purposes. Faculty are free to accept or reject service-related travel requests without prejudice.

This section constitutes the terms and conditions for the delivery of instructional services by YSU full-time faculty engaged in teaching regular for-credit YSU courses at sites located beyond a fifty (50) mile radius from YSU's main campus. This section does not apply to those current full-time faculty members who are hired specifically to provide instruction exclusively at an off-campus site and who do not teach at the Youngstown main campus. Faculty shall be free to accept or reject such teaching assignments without prejudice.

Faculty shall be reimbursed for mileage, meals, and, subject to prior approval, for overnight stay in accordance with YSU's travel policy and guidelines. Travel undertaken for this purpose shall carry University travel insurance. Mileage is defined to be that between the off-campus instructional site and either YSU's main campus or the point of departure, whichever is less.

Faculty shall be subject to all applicable Agreement provisions (syllabus, office hours, returning graded work to students, etc.) as if the course(s) were taught on YSU's main campus. The minimum number of office hours shall be one hour per week per course or section offered. Office hours at the main campus shall be reduced accordingly.

Should the off-campus course(s) trigger an administratively approved overload assignment, the faculty member shall receive overload compensation in accordance with Article 4.8. Normally, the number of overload courses shall not exceed one (1) per year per participating faculty member. In addition to overload pay, if applicable, participating faculty members shall receive supplemental pay of up to a maximum of $1,000 per academic term for instructional services (excluding Faculty led study abroad for credit) provided at an off-campus site. This supplemental pay shall be determined as follows:

- An assignment that involves one travel-day (one round trip) per week for a full academic term will qualify for a $500 supplemental pay.
- An assignment that involves two travel-days (two round trips) per week for a full academic term will qualify for the maximum $1,000 supplemental pay.
- For any assignment that involves more than two travel-days (more than two round trips) per week for a full academic term, the faculty member will be offered overnight stay (subject to the limits of YSU's

travel policy and regulations) in order to reduce the travel to two travel-days (two round trips) per week.

1.6 **Student Organization Advisors:** Faculty appointed as advisors to recognized student organizations are engaged in official University business while serving in such capacity. A University–wide pool of $2,500 each year will be available for reimbursing faculty members for costs incurred in their role as faculty advisors to student organizations.

1.7 **Parking:** The Administration shall continue to provide parking spaces that are no less adequate and reasonably convenient than are currently provided to full-time and part-time faculty and staff. All full-time faculty and part-time faculty will be provided faculty parking permits free of charge.

Restrictions on identified faculty and staff lots shall be in effect from 7:00 a.m. to 4:30 p.m. Monday through Friday during all periods faculty are under contract, except when modifications are required because of special events. Faculty will continue to have access to parking decks and "mixed" lots.

The Administration shall provide at least forty-eight (48) hours' notice if any parking lots are to be closed for special events or other circumstances, except in the event of an emergency.

1.8 **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.

1.9 **Supplemental Compensation:** Supplemental compensation is intended for faculty who perform duties beyond those included in the expected activities of faculty. Before a compensation request is confirmed, all supplemental pay requests shall be reviewed for approval by a three-member committee made up of one member appointed by the Provost, one appointed by the Association President, and one member mutually selected by the two appointees. Approval is not required for supplemental payment funded from external sources or amounts less than $500.00. Faculty are free to decline supplemental compensation without prejudice.

1.10 **Research Professorship:** Per Office of Academic Affairs Policy Faculty Development and Research, dated August 2023, 10-C-02, no fewer than twelve Research Professorships will be granted annually, provided the number of qualified applicants meet this minimum.

Appendix A
Definitions

Academic Years of Teaching Service	Those fiscal years during which a faculty member was under a tenure, probationary, or degree completion appointment and provided full-time service to the University during the fall and spring semesters.
Agile-Hybrid	40-60% face-to-face instruction with asynchronous online interactions. • Set day/time • Set location • Set online class meetings • Requires in-person class meetings
Benefit(s)	A benefit is a service (such as health insurance) or right (as to take sick leave) provided by the University in addition to compensation.
Compensation	Compensation refers to the monetary payment(s) given to faculty members in exchange for their services.
Copyright	That bundle of rights that protect original works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device.
Deadlines	If a deadline falls on a weekend or holiday, the deadline will be moved to the next business day. The end of day is 5 pm eastern time.

Department	Academic, administrative, and other budgetary units of the University. An academic department is a budgetary unit that serves the institution's missions of instruction, scholarship, and service.
Department Chair	Department Chair is an academic administrator charged with direct managerial and supervisory duties over a department and all of the departmental Faculty Members therein. The term "Department Chair" also includes directors of schools.
Dependent	A spouse recognized under Ohio law or a dependent child as defined below.
Dependent Child	Unmarried children (son, daughter, stepson, stepdaughter, legally adopted son, legally adopted daughter) of benefits-eligible employees. A "dependent child" must meet the definition as a legal dependent of the employee as stipulated by the United States Internal Revenue Code or the Ohio Revised Code, whichever is more inclusive.
Cyberlearning	Instruction offered by any means where the student and faculty member are in separate physical locations or are using educational technology, such as a learning management or video conferencing system, to complete coursework or attend course meetings.
Faculty Member	Individuals included in the bargaining unit as defined in Article 2, unless specified otherwise within and for the limited purpose of a particular article.
Final and Binding	Final and binding means a decision cannot be appealed to arbitration
Gross Royalty Income	Gross revenue resulting from a given Intellectual Property.
Hybrid (Hy)	Courses that include 40-60% face-to-face instruction with online interactions.
Intellectual Property	Inventions, discoveries, works of authorship and/or other creative works that may be subject to protection under federal or state patent, copyright, trademark, and/or trade secret laws arising from or related to the works or efforts of faculty.
Joint Efforts	Projects in which the faculty member and the University knowingly and voluntarily enter into a written agreement, including a sponsored project, as part of the fulfillment of the faculty member's normal duties and responsibilities. The signing of a specific contract with YSU for subsidized research cannot be a stipulated condition of employment.
Loan of Faculty	A full or partial temporary reassignment from one department to another within the University in accord with the job description and the individual's qualifications.
Net Royalty Income	Gross royalty income less costs incurred by the inventor(s)/author(s), the University, and any third party commercializing the product, including securing legal protection and licensing.
Normal Attrition	Any reduction in personnel due to resignation, retirement, transfer or non-reappointment (for reasons other than retrenchment), or death.
Online-Live	100% synchronous instruction with some asynchronous online interactions. • Set day/time • No set location • Set online class meetings • No in-person class meetings

Scholarship The faculty duty to maintain a working commitment to inquiry, research, and/or creative achievement as appropriate to one's field and, to the extent possible, to join one's scholarship with effective classroom teaching.

Service The faculty duty to act as a responsible "citizen" of one's learned profession, and as an officer of one's educational institution. After a period of personal growth and development as a teacher and creative scholar, a faculty member is expectedly to assume increased responsibility, in keeping with the faculty member's professional interests, for the government of the University, the standards of the faculty member's discipline, and the welfare of the civic community.

Tangible Media Such media include, but are not limited to books, periodicals, manuscripts, digital media, phono records, films, tapes, and disks.

Teaching The faculty duty to attain and maintain comprehensive knowledge in one's field of study, to prepare thoroughly, to show intense interest in students as well as sensitivity to student interest, to maintain openmindedness, independence and integrity, and above all, to have and to transmit intellectual enthusiasm to students.

Terminal Degree The Ph.D. degree or an equivalent, research-oriented doctoral degree in all fields that grant a doctorate. In fields where there is no doctorate, the educational requirements for a probationary appointment will be determined by the academic department, with the approval of the college Dean. Decisions regarding the appropriate credentials shall be based upon documented national standards, e.g., those set by professional associations or accrediting agencies.

Trade Secret Any information that (a) derive economic value from not being readily known or available to others, and (b) is protected from disclosure by reasonable efforts.

Transfer of Faculty A permanent reassignment from one department to another within the University in accord with the job description and the individual's qualifications.

Web-Based (Wb) 100% online course with asynchronous instruction and interactions. Students do not meet in a traditional classroom and there is no set time for instruction, but there are likely deadlines placed on assignments. Assessments may need to be taken remotely or at an approved proctoring site.

Works for Hire Includes works prepared by an employee as a specific responsibility of the position for which the employee is hired, works specifically commissioned or ordered by the University for which a written agreement specifying copyright or ownership has been executed prior to the completion of the work, works created under a sponsorship/contractual agreement with copyright provisions defined, and other work created through a direct and significant allocation of University resources to a specified project. Scholarly work is part of a tenure/tenure-track faculty member's expected duties and per Article 26, the University waives any and all intellectual property rights it might have to such scholarly works.

Works of Authorship Such works include, but are not limited to, the following: literary, musical, dramatic, audiovisual, architectural, pictorial, graphic and sculptural works and sound recordings. Computer software are works of authorship to the extent they are protected by the federal copyright laws.

Appendix B Faculty Tasks, Duties, and Assignments

Introduction: The following standards shall be considered as normal for the areas of teaching, scholarship, and professional service:

A. **Teaching**. The highest standards are comprehensive knowledge of the field of study, thorough preparation, intense interest in students as well as sensitivity to student interest, open-mindedness, independence and integrity, and above all, intellectual enthusiasm which is transmitted to students.

B. **Scholarship**. The standard of scholarship requires a working commitment to inquiry and research and to creative achievement. The University obligation for the generation of new knowledge and practices imposes a responsibility for creativity, whether in inquiry and investigation, writing, design and production, or in the performing and fine arts. In the best of scholars and the best of teachers, creative inquiry is joined with effective classroom teaching.

C. **Service.** A University faculty member is a "citizen, a member of a learned profession, and an officer of an educational institution," according to the 1940 joint AAUP/AAC Statement of Principles on Academic Freedom and Tenure. After a period of personal growth and development as a teacher and creative scholar, a faculty member may properly be expected to assume increased responsibility, in keeping with the faculty member's professional interests, for the governance of the University, the standards of the faculty member's discipline, and the welfare of the civic community.

A representative but not prioritized list of tasks, duties, and assignments of the members of the bargaining unit in the areas of teaching, scholarship, and service follows:

(a) Teaching: Teaching may include the following activities:

1. instruction, preparation, and supervision.
2. instruction by a variety of delivery methods which could include asynchronous distance education (web based), video teleconference (interactive distance learning), field-based or off-campus instruction.
3. laboratory design, preparation, instruction, supervision, and other associated responsibilities.
4. student teacher supervision and evaluation.
5. measurement of student performance including the preparation, administration, grading, and evaluation of tests, papers, examinations, and reporting of grades.
6. conferences with and academic advisement of students outside of their registration needs.
7. coordination, supervision, and evaluation of student research beyond regular course assignments, including research for a graduate degree.
8. coordination and supervision of student activities directly related to the academic program such as directing the debate team or supervising the intramural athletic program; coordination and supervision of academic programs such as Classical Studies, Engineering Technology programs, and English Composition.
9. experiments in teaching methods and teaching-oriented research.
10. writing letters of recommendation for students.
11. selection and procurement of books, films, and other materials for classroom or laboratory use.
12. evaluation periodically of library holdings and recommendation of books to be ordered by the library.
13. development of new courses and programs of study.
14. service as a member of a graduate student's research project committee.
15. development and participation in course and program assessment activities.
16. active participation in efforts to improve student retention and graduation rates.
17. other similar activities.

(b) Scholarship: Scholarship may include the following activities:

1. research that leads to the discovery of new knowledge or new applications of existing knowledge.
2. publication in scholarly journals, including peer-reviewed online journals, or books and/or research intended to lead to the same.
3. research related to the scholarship of teaching and learning.
4. ongoing reading and research to maintain proficiency and growth in one's field of professional specialization.

5. in the case of fine and performing arts, regular practice and performance to maintain and develop professional skills.
6. research intended to lead to the preparation and presentation of a scholarly paper to a professional society, or a paper in one's field of specialization to any group.
7. editing professional journals and serving as a referee of manuscripts that have been submitted to a journal.
8. reviewing texts in one's field of specialization for publishers.
9. holding membership or an office in professional associations.
10. attendance and participation in meetings, conferences, and conventions of professional associations.
11. writing proposals for financial support of research or other projects, including academic institutes or workshops.
12. consulting with YSU faculty on research proposals or projects.
13. University-sponsored research.
14. discipline-connected consultation or discipline-connected community service.
15. other similar activities.

(c) Service: Service may include the following activities:

1. service on department, college, and University committees.
2. service on Association committees.
3. service on the Academic Senate and its committees.
4. service on University-related committees.
5. participation in University-sponsored and other activities to recruit students.
6. interviewing and screening candidates for faculty and staff appointments.
7. coordination, advisement, and supervision of student organizations or student activities not directly related to the academic program.
8. advising and counseling of students.
9. participation in University-sponsored community service or community projects.
10. taking inventory of equipment and supplies.
11. service as the designated representative of the University.
12. participation in community-sponsored activities within the University.
13. discipline-related public service.
14. mentoring of faculty.
15. activities related to General Education Requirements.
16. other similar activities.

Appendix C Insurance Benefits

Definitions:

Contract Period and **Fiscal Year** are defined as the 12-month period July – June.

Funding Level—The overall dollars needed to cover estimated health care expenses. The **Funding Level** will be converted to **Funding Rates** for the **Contract Period**:

For the Fiscal Years beginning July 1, 2023 and ending June 30, 2026:
Medical = Expected Claims Liability + (Expected Claims Liability x 3.75%) + Fixed Costs;
Rx = Expected Claims Liability + (Expected Claims Liability x 3.75%) + Fixed Costs;
Dental = Fully insured rate as set forth by the dental insurance carrier;
Vision = Fully insured rate as set forth by the vision insurance carrier.

Should the dental or vision plans become self-insured in the future, the funding rates for those plans will be determined as follows:

Dental = Expected Claims Liability + (Expected Claims Liability x 3.75%) + Fixed Costs; Vision = Expected Claims Liability + (Expected Claims Liability x 3.75%) + Fixed Costs.

Funding Rates are based on a structure that includes Employee Only; Employee plus One Dependent; and Family (Employee plus two or more dependents).

Expected Claim Liability is determined by the stop loss carrier and/or Third Party Administrator (TPA) for the Contract Period, and/or actuary for the health care consultant.

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

Fixed Costs = Administrative Costs + Stop Loss Premiums

Funding Level/Rates Calculations

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

Reserve

Administration will maintain a health care Reserve in accordance with the guidelines outlined in the HCAC Target Reserve Policy.

HCAC Target Reserve Policy

I. Components of the Target Reserve:

IBNR Reserves - represent the funds necessary to cover claims Incurred But Not Reported. For purposes of this contract, IBNR Reserves = 2.5 months of Expected Claims for medical, and prescription drug claims. These are claims for which members have received services but the claims have not been paid or billed to the University.

II. Targeted Reserves should be expressed as a range from Optimistic, Intermediate to Pessimistic to reflect the potential for variance.

III. Funding of the Reserve should target the Intermediate Targeted Reserve Level of 35% of projected annual costs.

IV. This Reserve Policy should be integrated in the annual Funding Level Calculations:

a. A three-year projection of the Targeted Reserves should be used to effectively plan and adjust accounts through premium increase or decreases;

b. Should the reserve balance exceed 45% of the average of the annual actual cost, the Health Care Advisory Committee shall consider options, including premium holidays, and make recommendations intended to reduce the reserve balance. The average of the annual actual cost is defined to be the three-year average of the annual actual cost required to operate the health care plan for the previous three fiscal years. The annual actual costs for a particular fiscal year include claims or premium costs including stop loss insurance, administrative expenses incurred from vendors and consultants, wellness expenditures, all legally required fees and taxes associated with the health care plan, and other expenses that may be required to effectively operate the health care plans.

c. Should the reserve balance fall below 25% of the projected annual costs, the Health Care advisory Committee may consider options and make recommendations intended to raise the reserve balance.

V. An actuarial consultant will confirm annually that the reserve policy is properly aligned with the stop loss coverage and to identify risks associated with the coordinated policies.

HEALTH CARE PLAN DESIGN

Administration will offer one Preferred Provider Organization Plan (PPO Plan).

PPO Plan Design:

Effective July 1, 2023 through June 30, 2024, the PPO Plan Design will continue to be that set forth in the 2017-2020 collective bargaining agreement between the parties. The PPO Plan Design may be accessed through the Human Resources website (see Certificate Book).

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

PPO
85/15 In-Network
60/40 Out-of-Network
Plan YSU-OEA Agreement 2023 - 2026

Plan Year beginning July 1, 2024

Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age Older Age Child	Up to Age 26 Removal upon End of Month	
Pre-Existing Condition Waiting Period	Not Applicable	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Not Covered	
Benefit Period Deductible – Single/Family[1]	$500/$1000	$2000/$4000
Coinsurance	85%	60%
Coinsurance Out-of Pocket Maximum (Excluding Deductible) – Single/Family	$1000/$2000	$7000/$12,800
Total Medical Out-of-Pocket Maximums – (Including Deductible) -Single/Family	$1500/$3000	$9000/$16,800
-Maximum Out-of-Pocket (MOOP)[5] Including deductible, Coinsurance Out-of-Pocket Maximums and Copays) Single/Family	$6600 / $13,200	$9000/$16,800
Physician/Office Services; Specialist Office Visits $35 copay then 100% insurance coverage/$15 copay for Advanced Practicing Nurse then 100% insurance coverage)		
Primary Care Office Visit (Illness/Injury)[2,]	$20 copay, then 100%	60% after deductible
Urgent Care Office Visit[2,5]	$20 copay, then 100%	60% after deductible
Advanced Practicing Nurse/Primary Care Office Visit[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 law[3]	100%	60% after deductible
Routine Physical Exams (Age 21 and over)	100%	60% after deductible

Well Child Care Services including Exams, Well Child Care Immunizations and Laboratory Tests (To age 21)	100%	60% after deductible
Routine X-rays, Labs and Medical Tests	100%	60% after deductible
Routine Colonoscopy	100%	60% after deductible
Routine Mammogram (One per benefit period)	100%	60% after deductible
Routine Pap Test (One per benefit period)	100%	60% after deductible
Routine PSA Test	100%	60% after deductible
Routine Vision Exam (One per benefit period)	100%	60% after deductible
Routine Hearing Exam (One per benefit period)	100%	60% after deductible
Outpatient Services		
Surgical Services	85% after deductible	60% after deductible
Diagnostic Services	85% after deductible	60% after deductible
Physical Therapy & Occupational Therapy - Facility and Professional (40 visits combined per benefit period)	85% after deductible	60% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	85% after deductible	60% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	85% after deductible	60% after deductible
Cardiac Rehabilitation	85% after deductible	60% after deductible
Emergency use of an Emergency Room[4,5]	$200 copay, then 100% Waived if admitted	
Non-Emergency use of an Emergency Room	85% after deductible	60% after deductible
Inpatient Facility		
Semi-Private Room and Board	85% after deductible	60% after deductible
Maternity Services	85% after deductible	60% after deductible
Skilled Nursing Facility	85% after deductible	60% after deductible
Human Organ Transplants	85% after deductible	60% after deductible
Additional Services		
Allergy Testing	85% after deductible	60% after deductible
Allergy Treatments	85% after deductible	60% after deductible
Ambulance Services includes Air	85% after deductible	60% after deductible

Durable Medical Equipment / Medical Supplies	85% after deductible	60% after deductible
Home Healthcare	85% after deductible	60% after deductible
Hospice Services	85% after deductible	60% after deductible
Private Duty Nursing	85% after deductible	60% after deductible
Weight Loss Services (including complications from weight loss surgical services)	85% after deductible	60% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits.

Deductible and coinsurance expenses incurred for services by a network provider will not apply to the non-network deductible and coinsurance out of pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

[1] Maximum family deductible. Member deductible is the same as single deductible.
[2] The office visit copay applies to the cost of the office visit only.
[3] Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.
[4] Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible or coinsurance.
[5] Copays apply to the Maximum Coinsurance Out-of Pocket (MOOP) $6,600-Single / $13,200-Family – Affordable Care Act.

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

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

Signature Page

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

Youngstown State University – Chapter of Ohio Education Association	**Youngstown State University**
Mark C. Vopat President	Helen K. Lafferty, Ph.D. President
Albert J. Sumell Chief Negotiator	Jennifer A. Pintar Chief Negotiator

Committee Members

YSU-OEA

Michael Ekoniak
Amanda Fehlbaum
Jackie Mercer
Martha Pallante
Gabriel Palmer-Fernandez
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