



**YOUNGSTOWN
STATE
UNIVERSITY**

**BOARD OF TRUSTEES
UNIVERSITY AFFAIRS COMMITTEE**

**Charles T. George, Chair
Anita A. Hackstedde, Vice Chair
All Trustees are Members**

**Wednesday, March 2, 2022
3:00 p.m. or immediately following
previous meeting**

**Presidents' Suites
Kilcawley Center**

AGENDA

- A. Disposition of Minutes for Meeting Held December 1, 2021**
- B. Old Business**
- C. Committee Items**

1. Intercollegiate Athletics Action Item

C.1.a. = Tab 1

a. Resolution to Ratify Personnel Actions

University policies require that the Chief Human Resources Officer provide a summary of appointments, promotions, and other personnel actions for intercollegiate athletics staff and coaching positions, for October 16, 2021, through January 15, 2022. Personnel actions for intercollegiate athletics staff and coaching are contingent upon approval of the Board of Trustees.

Ron Strollo, Executive Director of Athletics, will report.

2. Intercollegiate Athletics Discussion Items

C.2.a. = Tab 2

a. Report on the Educational Outcome of Student-Athletes

Ron Strollo, Executive Director of Athletics, will report.

C.2.b. = Tab 3

b. Report of the Academic Progress Rate (APR) Figures

Ron Strollo, Executive Director of Athletics, will report.

C.2.c. = Tab 4

c. Report on the Average Cumulative GPA's by Term

Ron Strollo, Executive Director of Athletics, will report.

C.2.d. = Tab 5

d. Report on the Number of Athletes by Academic Major

Ron Strollo, Executive Director of Athletics, will report.

3. University Affairs Consent Items*

- C.3.a. = Tab 6 a. **Resolution to Modify Drug-free Environment Policy, 3356-7-20**
- C.3.b. = Tab 7 b. **Resolution to Modify and Retitle Administrative Compliant Process – Professional/ Administrative Staff Not Covered by a Collective Bargaining Agreement Policy, 3356-7-37**
- C.3.c. = Tab 8 c. **Resolution to Modify and Retitle Employee Files Policy, 3356-7-39**
- C.3.d. = Tab 9 d. **Resolution to Modify Employee Assistance Program Policy, 3356-7-51**

4. University Affairs Action Items

- C.4.a. = Tab 10 a. **Resolution to Amend and Restate the Youngstown State University Alternative Retirement Plan**
Greg Morgione, Associate General Counsel, will report.
- b. **Litigation, Personnel and Collective Bargaining Update**
Holly Jacobs, Vice President for Legal Affairs and Human Resources, will provide a summary of current litigation and personnel matters, as well as a collective bargaining update.
- C.4.c. = Tab 11 c. **Resolution to Ratify the Fraternal Order of Police, Ohio Labor Council, Inc., Collective Bargaining Agreement**
Holly Jacobs, Vice President for Legal Affairs and Human Resources, will report.
- C.4.d. = Tab 12 d. **Resolution Regarding Terms and Conditions for Classified Law Enforcement Employees Excluded from Collective Bargaining**
Holly Jacobs, Vice President for Legal Affairs and Human Resources, will report.
- C.4.e. = Tab 13 e. **Resolution to Ratify Personnel Actions**
University policies require that the Chief Human Resources Officer provide a summary of appointments, promotions, and other personnel actions for faculty and professional/administrative staff, for October 16, 2021, through January 15, 2022. Personnel actions for faculty and professional/administrative staff are contingent upon approval of the Board of Trustees.
Cynthia Kravitz, Associate Vice President and Chief Human Resources Officer, will report.

5. University Affairs Discussion Items

- C.5.a. = Tab 14 a. **Affirmative Action Plan**
Dana Lantz, Director, Equal Opportunity and Policy Compliance, will report.
- C.5.b. = Tab 15 b. **Update on Recruitment and Outreach**
Dana Lantz, Director, Equal Opportunity and Policy Compliance, will report.

*Items listed under the Consent Agenda require Board approval; however they may be presented without discussion as these items include only non-substantive changes.



**YOUNGSTOWN
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- C.5.c. = Tab 16** **c. Support Area Assessment: Finance and Business Operations**
Neal McNally, Vice President for Finance and Business Operations, will report.
- C.5.d. = Tab 17** **d. Support Area Assessment: Human Resources**
Holly Jacobs, Vice President for Legal Affairs and Human Resources, will report.

D. New Business

E. Adjournment



**YOUNGSTOWN
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**RESOLUTION TO RATIFY
PERSONNEL ACTIONS**

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

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

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

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

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



SUMMARY OF PERSONNEL ACTIONS

Athletics Employees

10/16/21 through 1/15/22

Appointments – 4

- Professional Administrative Excluded – 4

Separations – 3

- Professional Administrative Excluded – 3

Reclassification/Position Adjustment – 4

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

Salary Adjustments – 5

- Professional Administrative Excluded – 5

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

EMPLOYEE NAME	EMPLOYEE TYPE	POSITION TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATES	FTE	SALARY
Chevarria, Jesus	Excluded	Assistant Coach, Volleyball	Volleyball	1/4/2022	1.00	\$ 41,000.06
Sibson, Deonte	Excluded	Assistant Coach, Football	Football	1/10/2022	1.00	\$ 60,000.00
Elekner-Alt, Kiersten	Excluded	Assistant Athletics Director	Athletic Administration	1/10/2022	1.00	\$ 60,000.00
Vonner, Cory	Excluded	Manager Ath Facilities and Prg	Athletic Facilities Rental	11/16/2021	1.00	\$ 47,500.00

YOUNGSTOWN STATE UNIVERSITY
 INTERCOLLEGIATE ATHLETICS
 FOUR-YEAR COHORT STUDENT ATHLETES VS. GENERAL STUDENT BODY GRADUATION RATE
 TEN YEAR HISTORY

<i>ENTERING FRESHMEN CLASS</i>	<u>2021</u> 14-15	<u>2020</u> 13-14	<u>2019</u> 12-13	<u>2018</u> 11-12	<u>2017</u> 10-11	<u>2016</u> 09-10	<u>2015</u> 08-09	<u>2014</u> 07-08	<u>2013</u> 06-07	<u>2012</u> 05-06
YSU STUDENT-ATHLETES	59	62	61	60	63	61	64	65	62	59
YSU GENERAL STUDENTS	40	36	33	33	32	32	34	34	35	36
<i>DIFFERENCE</i>	19	26	28	27	31	29	30	31	27	23

YOUNGSTOWN STATE UNIVERSITY
 INTERCOLLEGIATE ATHLETICS
 STUDENT ATHLETES VS. GENERAL STUDENT BODY GRADUATION RATE (NON-COHORT)
 TEN YEAR HISTORY

<i>ENTERING FRESHMEN CLASS</i>	<u>2021</u> 14-15	<u>2020</u> 13-14	<u>2019</u> 12-13	<u>2018</u> 11-12	<u>2017</u> 10-11	<u>2016</u> 09-10	<u>2015</u> 08-09	<u>2014</u> 07-08	<u>2013</u> 06-07	<u>2012</u> 05-06
YSU STUDENT-ATHLETES	63	64	52	54	72	59	49	65	69	71
YSU GENERAL STUDENTS	48	41	37	35	31	31	33	33	32	35
<i>DIFFERENCE</i>	15	23	15	19	41	28	16	32	37	36
NCAA REQUIREMENT OF > 13%	13	13	13	13	13	13	13	13	13	13
<i>DIFFERENCE</i>	2	10	2	6	28	15	3	19	24	23
YSU - GSR	78	80	81	80	79	79	78	76	74	70
NCAA REQUIREMENT OF > 90%	90	90	90	90	90	90	90	90	90	90
<i>DIFFERENCE</i>	-12	-10	-9	-10	-11	-11	-12	-14	-16	-20

Note: The above figures represent a four-year cohort. Students must graduate within six years. Therefore, the 2017 figures represent the freshman entering classes of 07-08, 08-09, 09-10, 10-11.

YOUNGSTOWN STATE UNIVERSITY
INTERCOLLEGIATE ATHLETICS
FOUR-YEAR COHORT STUDENT-ATHLETES GRADUATION RATES
TEN YEAR HISTORY

ENTERING FRESHMEN CLASS	<u>2021</u> 14-15	<u>2020</u> 13-14	<u>2019</u> 12-13	<u>2018</u> 11-12	<u>2017</u> 10-11	<u>2016</u> 09-10	<u>2015</u> 08-09	<u>2014</u> 07-08	<u>2013</u> 06-07	<u>2012</u> 05-06
HORIZON LEAGUE:										
CLEVELAND STATE	70	71	71	71	65	62	59	57	57	59
DETROIT	70	73	71	71	70	64	64	66	65	69
GREEN BAY	72	69	67	66	65	68	70	71	74	72
IUPUI	72	67	64	63	62					
MILWAUKEE	73	74	67	63	60	56	60	62	66	69
NORTHERN KENTUCKY	67	61	61	63	58	61				
OAKLAND	73	73	70	66	62	60	61	60	59	
PURDUE FORT WAYNE	57									
ROBERT MORRIS	64									
UIC	74	73	75	75	73	72	70	68	69	67
WRIGHT STATE	61	62	64	64	68	71	66	69	65	63
YOUNGSTOWN STATE	59	62	61	60	63	61	64	65	62	59
HORIZON LEAGUE AVERAGE	68	69	67	66	65	64	64	65	65	65
NCAA DIVISION I	69	69	68	67	67	66	66	65	65	64
YSU GENERAL STUDENTS	40	36	33	33	32	32	34	34	35	36
HL GENERAL STUDENTS (AVERAGE)	51	48	47	46	45	46	47	47	47	44
YSU S/A'S ABOVE GENERAL STUDENTS	19	26	28	27	31	29	30	31	27	23
HL S/A'S ABOVE GENERAL STUDENTS	17	21	20	20	20	18	17	18	18	21
MISSOURI VALLEY FOOTBALL:										
ILLINOIS STATE	73	74	71	69	71	71	71	70	66	65
INDIANA STATE	59	62	57	59	57	55	58	54	57	58
MISSOURI STATE	72	72	66	63	60	61	62	63	65	64
NORTH DAKOTA	64									
NORTH DAKOTA STATE	71	70	66	67	66	64	62	64	65	62
NORTHERN IOWA	72	69	69	70	68	66	68	67	70	71
SOUTH DAKOTA	71	71	69	68	67	60	64	60	57	57
SOUTH DAKOTA STATE	70	71	73	73	72	72	73	70	71	68
SOUTHERN ILLINOIS	68	67	69	67	65	66	65	66	64	64
WESTERN ILLINOIS	63	65	63	63	65	63	66	68	65	64
YOUNGSTOWN STATE	59	62	61	60	63	61	64	65	62	59
MISSOURI VALLEY AVERAGE	67	68	66	66	65	64	65	65	64	63
NCAA DIVISION I	69	69	68	67	67	66	66	65	65	64
FCS	69	68	67	66	65	65	64	65	65	64
YSU GENERAL STUDENTS	40	36	33	33	32	32	34	34	35	36
MVFC GENERAL STUDENTS (AVERAGE)	55	53	53	52	53	52	53	53	53	52
YSU S/A'S ABOVE GENERAL STUDENTS	19	26	28	27	31	29	30	31	27	23
MVFC S/A'S ABOVE GENERAL STUDENTS	12	15	13	14	12	12	12	12	11	11

Source: NCAA Graduation Rates Report

Note: All figures represent the institutional rates. Therefore, the Missouri Valley Football Conference figures are not exclusively the football program figures rather they are the institutional figures.

Note: A cohort is four collective years of data, i.e. the 2019 cohort includes those students entering as freshmen receiving athletic aid in the years 09-10, 10-11, 11-12, 12-13 and who subsequently graduate with a four-year degree within six years of initial enrollment.

Note: Student-Athletes who, as entering freshmen received athletically-related aid, spent their entire athletic career at Youngstown State University (exhausting athletic eligibility), and subsequently graduated with a four-year degree.

YOUNGSTOWN STATE UNIVERSITY
INTERCOLLEGIATE ATHLETICS
FOUR-YEAR COHORT GENERAL STUDENTS GRADUATION RATES
TEN YEAR HISTORY

<i>ENTERING FRESHMEN CLASS</i>	<u>2021</u> 14-15	<u>2020</u> 13-14	<u>2019</u> 12-13	<u>2018</u> 11-12	<u>2017</u> 10-11	<u>2016</u> 09-10	<u>2015</u> 08-09	<u>2014</u> 07-08	<u>2013</u> 06-07	<u>2012</u> 05-06
HORIZON LEAGUE:										
CLEVELAND STATE	48	47	46	46	38	36	34	31	30	28
DETROIT	73	66	65	61	60	58	56	56	54	54
GREEN BAY	36	51	50	49	48	49	50	50	52	53
IUPUI	54	49	48	47	46					
MILWAUKEE	46	45	45	45	46	45	44	43	42	42
NORTHERN KENTUCKY	48	42	40	38	38	31				
OAKLAND	56	51	48	46	45	44	43	42	41	
PURDUE FORT WAYNE	39									
ROBERT MORRIS	69									
UIC	63	59	59	59	58	58	57	56	55	52
WRIGHT STATE	43	38	37	37	39	40	40	42	43	43
YOUNGSTOWN STATE	40	36	33	33	32	32	34	34	35	36
HORIZON LEAGUE AVERAGE	51	48	47	46	45	44	45	44	44	44
<i>NCAA DIVISION I</i>	<i>69</i>	<i>67</i>	<i>66</i>	<i>66</i>	<i>65</i>	<i>65</i>	<i>64</i>	<i>64</i>	<i>63</i>	<i>63</i>
MISSOURI VALLEY FOOTBALL:										
ILLINOIS STATE	68	70	71	71	72	72	71	71	70	70
INDIANA STATE	41	40	40	39	40	41	41	42	42	42
MISSOURI STATE	58	55	54	54	54	54	55	54	55	54
NORTH DAKOTA	61									
NORTH DAKOTA STATE	62	58	56	56	55	54	54	53	53	51
NORTHERN IOWA	64	66	66	66	66	66	66	67	66	66
SOUTH DAKOTA	60	57	55	53	53	48	51	51	50	48
SOUTH DAKOTA STATE	59	55	55	55	56	56	58	57	56	55
SOUTHERN ILLINOIS	47	47	46	44	44	45	45	46	48	45
WESTERN ILLINOIS	46	50	51	53	54	54	55	56	54	56
YOUNGSTOWN STATE	40	36	33	33	32	32	34	34	35	36
MISSOURI VALLEY AVERAGE	55	53	53	52	53	52	53	53	53	52
<i>NCAA DIVISION I</i>	<i>69</i>	<i>67</i>	<i>66</i>	<i>66</i>	<i>65</i>	<i>65</i>	<i>64</i>	<i>64</i>	<i>63</i>	<i>63</i>
<i>FCS</i>	<i>64</i>	<i>61</i>	<i>60</i>	<i>60</i>	<i>60</i>	<i>58</i>	<i>59</i>	<i>64</i>	<i>63</i>	<i>63</i>

Source: NCAA Graduation Rates Report

Note: All figures represent the institutional rates. Therefore, the Missouri Valley Football Conference figures are not exclusively the football program figures rather they are the institutional figures.

Note: A cohort is four collective years of data, i.e. the 2018 cohort includes those students entering as freshmen receiving athletic aid in the years 08-09, 09-10, 10-11, 11-12 and who subsequently graduate with a four-year degree within six years of initial enrollment.

YOUNGSTOWN STATE UNIVERSITY
INTERCOLLEGIATE ATHLETICS
NCAA GRADUATION SUCCESS RATES
TEN YEAR HISTORY

<i>ENTERING FRESHMEN CLASS</i>	<u>2021</u> <i>14-15</i>	<u>2020</u> <i>13-14</i>	<u>2019</u> <i>12-13</i>	<u>2018</u> <i>11-12</i>	<u>2017</u> <i>10-11</i>	<u>2016</u> <i>09-10</i>	<u>2015</u> <i>08-09</i>	<u>2014</u> <i>07-08</i>	<u>2013</u> <i>06-07</i>	<u>2012</u> <i>05-06</i>
HORIZON LEAGUE:										
CLEVELAND STATE	89	92	95	94	90	86	82	82	82	84
DETROIT	90	91	91	90	90	82	80	81	80	88
GREEN BAY	90	91	92	93	94	96	92	90	91	91
IUPUI	92	91	90	89	86					
MILWAUKEE	91	89	84	78	74	71	74	76	77	80
NORTHERN KENTUCKY	84	79	78	77	72	76				
OAKLAND	90	90	87	84	82	80	80	80	81	
PURDUE FORT WAYNE	80									
ROBERT MORRIS	86									
UIC	91	89	88	84	83	82	82	83	82	84
WRIGHT STATE	87	86	87	84	87	88	79	79	75	74
YOUNGSTOWN STATE	78	80	81	80	79	79	78	76	74	70
HORIZON LEAGUE AVERAGE	87	88	87	85	84	82	81	81	80	82
<i>NCAA DIVISION I</i>	<i>89</i>	<i>90</i>	<i>88</i>	<i>87</i>	<i>86</i>	<i>84</i>	<i>83</i>	<i>82</i>	<i>81</i>	<i>80</i>
MISSOURI VALLEY FOOTBALL:										
ILLINOIS STATE	90	91	90	88	88	88	87	87	84	85
INDIANA STATE	82	85	84	82	81	74	70	60	62	66
MISSOURI STATE	86	85	83	83	82	81	81	82	82	80
NORTH DAKOTA	82									
NORTH DAKOTA STATE	91	88	85	85	85	84	80	82	82	81
NORTHERN IOWA	88	87	87	85	82	80	80	82	84	83
SOUTH DAKOTA	93	92	88	89	86	79	76	74	73	75
SOUTH DAKOTA STATE	86	86	86	85	83	82	83	81	83	83
SOUTHERN ILLINOIS	90	89	90	86	83	81	78	80	79	80
WESTERN ILLINOIS	85	86	86	86	84	79	78	77	76	78
YOUNGSTOWN STATE	78	80	81	80	79	79	78	76	74	70
MISSOURI VALLEY AVERAGE	86	87	86	85	83	81	79	78	78	78
<i>NCAA DIVISION I</i>	<i>89</i>	<i>90</i>	<i>88</i>	<i>87</i>	<i>86</i>	<i>84</i>	<i>83</i>	<i>82</i>	<i>81</i>	<i>80</i>
<i>FCS</i>	<i>88</i>	<i>88</i>	<i>87</i>	<i>76</i>	<i>74</i>	<i>73</i>	<i>71</i>	<i>72</i>	<i>68</i>	<i>80</i>

Source: NCAA Graduation Success Rates Report

How does it differ from the Federal Graduation Rate?:

The NCAA developed its Graduation Success Rate (GSR) in response to criticism that the Federal Graduation Rate (FGR) understates the academic success of athletes because the FGR method does not take into account two important factors in college athletics:

- When student-athletes transfer FROM an institution before graduating and is in good academic standing (perhaps to transfer to another institution for more playing time, different major, or to go pro); and
- Those student-athletes who transfer TO an institution (e.g. from a community college or another 4-year college) and earn a degree.

The Federal Graduation Rate (FGR) treats transfers as nongraduates for the original institution the student-athlete attended, even if that student-athlete later graduates from another institution. Also, the FGR does not include that student-athlete in the graduation rates at the new institution where he/she does graduate. Therefore, once a student-athlete transfers to another school he/she is no longer recognized in the calculated graduation rate. The GSR takes into accounts both factors and gives credit to institutions for successful transfers, whether they are leaving or entering an institution.

Note: All figures represent the institutional rates. Therefore, the Missouri Valley Football Conference figures are not exclusively the football program figures rather they are the institutional figures.

YOUNGSTOWN STATE UNIVERSITY
INTERCOLLEGIATE ATHLETICS
SPORT BY SPORT
ACADEMIC PROGRESS RATE (APR)

NCAA AVERAGE	2020-21				2019-20				2018-19				2017-18				
	POINTS EARNED	TOTAL POSSIBLE	ANNUAL APR	MULTI-YEAR APR	POINTS EARNED	TOTAL POSSIBLE	ANNUAL APR	MULTI-YEAR APR	POINTS EARNED	TOTAL POSSIBLE	ANNUAL APR	MULTI-YEAR APR	POINTS EARNED	TOTAL POSSIBLE	ANNUAL APR	MULTI-YEAR APR	
BASEBALL	977	102	103	990	981	106	109	972	973	101	103	981	980	106	108	981	988
MEN'S BASKETBALL	966	48	48	1000	948	46	51	902	938	48	48	1000	958	42	47	894	947
MEN'S CROSS COUNTRY	982	56	56	1000	977	31	34	912	949	44	44	1000	970	39	40	975	970
FOOTBALL	959	292	305	957	946	307	337	911	949	325	345	942	956	318	326	975	945
MEN'S GOLF	987	36	36	1000	1007	32	32	1000	977	34	34	1000	979	33	32	1031	979
MEN'S SWIMMING	983	54	56	964	972	16	16	1000	1000								
MEN'S TENNIS	983	28	30	933	958	26	26	1000	957	31	32	969	939	29	31	935	946
MEN'S TRACK	974	145	151	960	971	151	153	987	961	143	150	953	953	130	132	985	961
WOMEN'S BASKETBALL	983	53	56	946	982	59	59	1000	991	55	55	1000	990	53	54	981	990
BOWLING	983	32	32	1000	1000	39	39	1000	982	24	24	1000	971	24	24	1000	957
WOMEN'S CROSS COUNTRY	989	67	68	985	990	44	44	1000	994	48	48	1000	987	33	34	971	985
WOMEN'S GOLF	992	44	44	1000	979	40	40	1000	977	31	32	969	976	25	27	926	984
LACROSSE	994	74	74	1000	1000												
SOCCER	990	116	117	991	980	98	99	990	964	87	91	956	957	84	86	977	961
SOFTBALL	986	91	92	989	984	78	82	951	984	72	72	1000	993	72	72	1000	993
WOMEN'S SWIMMING	993	93	93	1000	988	81	83	976	986	90	91	989	991	77	78	987	991
WOMEN'S TENNIS	991	32	32	1000	991	26	26	1000	973	28	29	966	973	30	30	1000	981
WOMEN'S TRACK	984	180	181	994	986	164	166	988	978	176	180	978	965	161	164	982	964
VOLLEYBALL	988	46	46	1000	984	40	40	1000	973	50	49	1000	970	46	50	920	965
INSTITUTIONAL APR	983			985	980			977	972			983	971			972	971

- The APR, holds institutions accountable for the academic progress of their student-athletes through a team-based metric that accounts for the eligibility and retention of each student-athlete for each academic term.
- The APR is calculated as follows:
 - Each student receiving athletically related financial aid earns 1 point for staying in school (retention) & 1 point for being academically eligible (retention) - the 2 factors research identifies as best indicators of graduation.
 - A team's total points are divided by points possible and then multiplied by 1,000 to equal the team's Academic Progress Rate.
 - In addition to a team's current-year APR, its rolling four-year APR is also used to determine accountability.
- Teams must earn a four-year APR of 930 to compete in NCAA Championships.

YOUNGSTOWN STATE UNIVERSITY
INTERCOLLEGIATE ATHLETICS
AVERAGE CUMULATIVE GPA'S BY TERM
FIVE YEAR HISTORY

SPORT	THREE YEAR AVERAGE	2020-21		2020-21		2019-20		2018-19		2017-18	
		SPRING	FALL	SPRING	FALL	SPRING	FALL	SPRING	FALL	SPRING	FALL
		2022	2021	2021	2020	2020	2019	2019	2018	2018	2017
BASEBALL	3.26		3.26	3.32	3.27	3.29	3.18	3.23	3.23	3.22	3.32
MEN'S BASKETBALL	3.11		3.40	3.33	3.19	2.95	2.88	2.89	2.78	2.89	2.89
WOMEN'S BASKETBALL	3.76		3.84	3.76	3.76	3.73	3.73	3.74	3.75	3.66	3.65
MEN'S CROSS COUNTRY	3.08		3.13	3.24	3.13	2.96	2.78	3.23	3.16	3.12	3.18
WOMEN'S CROSS COUNTRY	3.44		3.46	3.52	3.41	3.47	3.40	3.38	3.36	3.20	3.15
FOOTBALL	2.99		3.10	3.12	3.06	2.94	2.88	2.81	2.84	2.80	2.71
MEN'S GOLF	3.54		3.59	3.55	3.55	3.53	3.47	3.52	3.52	3.55	3.61
WOMEN'S GOLF	3.49		3.60	3.56	3.54	3.47	3.34	3.43	3.42	3.65	3.67
LACROSSE	3.51		3.50	3.59	3.43						
SOCCER	3.63		3.65	3.71	3.71	3.64	3.56	3.48	3.55	3.51	3.37
SOFTBALL	3.16		3.37	3.23	3.18	3.05	3.03	3.11	3.14	3.24	3.27
MEN'S SWIMMING	3.51		3.51	3.62	3.59	3.41	3.44				
WOMEN'S SWIMMING	3.44		3.51	3.52	3.51	3.43	3.34	3.31	3.29	3.42	3.41
MEN'S TENNIS	3.48		3.73	3.61	3.56	3.37	3.25	3.36	3.30	3.18	3.14
WOMEN'S TENNIS	3.64		3.63	3.64	3.70	3.66	3.65	3.55	3.53	3.39	3.39
MEN'S TRACK	3.08		3.16	3.09	2.86	3.15	3.09	3.13	3.14	3.04	3.05
WOMEN'S TRACK	3.37		3.43	3.35	3.34	3.42	3.33	3.36	3.37	3.26	3.20
VOLLEYBALL	3.61		3.62	3.56	3.54	3.65	3.66	3.64	3.62	3.47	3.40
BOWLING	3.59		3.87	3.80	3.78	3.48	3.43	3.19	3.14	3.23	3.31
ALL STUDENT-ATHLETE'S	3.35		3.52	3.48	3.43	3.26	3.20	3.19	3.17	3.17	3.11
NUMBER OF TEAMS ABOVE 3.0	16.83	0	19	19	18	15	15	15	15	15	15
NUMBER OF S/A'S WITH: SEMESTER GPA OF 4.00			102	111	114	104	64	50	52	50	44
SEMESTER GPA ABOVE 3.00			381	364	384	307	295	246	276	235	256
% SEMESTER GPA ABOVE 3.00			73%	76%	77%	76%	68%	62%	67%	62%	62%
CUMULATIVE GPA ABOVE 3.00			403	379	389	295	293	255	276	238	258
% CUMULATIVE GPA ABOVE 3.00			77%	80%	78%	73%	67%	65%	67%	63%	63%
CHECK		0.00	69.88	69.60	68.54	63.86	62.64	59.55	59.31	59.00	58.83

YOUNGSTOWN STATE UNIVERSITY
INTERCOLLEGIATE ATHLETICS
FIVE YEAR HISTORY OF ACADEMIC MAJORS

MAJOR	COLLEGE	AS OF FALL SEMESTER				
		2021	2020	2019	2018	2017
Accounting	Business Administration	16	8	8	12	7
Advertising and PR	Business Administration	1				1
Allied Health	Health and Human Services					
Anthropology	CLASS	1	1	1	1	
Art Education	Education					1
Art Studio	Creative Arts and Communication	3		2	3	3
Athletic Training	Health and Human Services			1		
Biology	STEM	10	21	21	22	22
BS MD	STEM					
Business	Business Administration	82	35	50	37	22
Chemical Engineering	STEM	1	1	3	1	4
Chemistry	STEM	2	2	2	2	4
Civil and Construct Eng	STEM	2		1	2	4
Civil Engineering	STEM	5	3	3	1	1
Clinical Laboratory Sci	Health and Human Services					
Communication Studies	Creative Arts and Communication	15	13	18	13	16
Computer Information Systems	STEM					
Computer Science	STEM	3	1	1	1	1
Coordinated Program Dietetics	Health and Human Services				3	2
Counseling	Education			1	1	
Criminal Justice	Health and Human Services	33	26	30	23	19
Dental Hygiene	Health and Human Services	2	5	5	4	2
Dietics	Health and Human Services	2	3	2		
Early Childhood Education	Education	1		1		4
Economics	CLASS	5	4	3	2	1
Electric Utili Tech	STEM		1	1		
Electrical Engineering	STEM	3	2	3	2	
Engineering	STEM	14	21	18	16	9
English	CLASS	1	1			
Environmental Studies	STEM	4	5	4	3	7
Exercise Science	Health and Human Services	53	59	46	56	59
Family and Consumer Studies	Health and Human Services					
Finance	Business Administration	7	11	8	11	10
Food and Nutrition	Health and Human Services					
Forensic Science	Health and Human Services	6	5	2	5	4
General Administration	Business Administration		19		2	8
General Studies	CLASS	45	31	30	49	48
Geography	CLASS	1	1			1
Geology	CLASS					
Health and Human Services	Health and Human Services	2	1	1	1	
Health Education	Education	2				
History	CLASS	1		1	1	1
Hospitality Management	Health and Human Services	5	4	2		
Human Resource Management	Business Administration		1		2	2
Individual Curriculum Prog	CLASS	3	2	1		

YOUNGSTOWN STATE UNIVERSITY
INTERCOLLEGIATE ATHLETICS
FIVE YEAR HISTORY OF ACADEMIC MAJORS

AS OF FALL SEMESTER

<u>MAJOR</u>	<u>COLLEGE</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
Industrial and Systems Engr	STEM	3	2		1	3
Info & Supply Chain Management	Business Administration					
Information Technology	STEM		1			
Information Technology B	STEM	2	3	1	4	6
Integrated Language Arts Educ	Education			2	2	3
Integrated Math Education	Education	1		1	1	
Integrated Sciences Education	Education	2	2	2	2	1
Integrated Social Studies Educ	Education	2	1	1	1	3
Intervention Specialist	Education	8	8	5	4	
Journalism	CLASS	3	1		1	2
Law	CLASS	1	1	2	2	1
Life Sciences Education	Education					
Long Term Care Administration	CLASS					
Management	Business Administration	4	15	6	8	18
Marketing	Business Administration	5	3	5	2	5
Marketing Management	Business Administration	17	9	6	5	9
Mathematics	STEM	4	3	2	2	1
Mechanical Engineering	STEM	9	10	5	7	6
Medical Lab Science	Health and Human Services				1	1
Merch Fashion and Interior	Health and Human Services		3	3	1	2
Middle Childhood Education	Education	4	4	5	3	4
Music Education	Creative Arts and Communication		1			
Music Perf Emphasis Music Record	Creative Arts and Communication	1				
Natural Science	STEM	5	6	6	5	5
Nursing	Health and Human Services	27	27	24	21	18
Philosophy	CLASS					
Physical Education	Education		2	2	3	3
Physical Sciences Education	Education					
Physical Therapy	Health and Human Services	1		1		
Physics	STEM	2	2	1	1	1
Political Science	CLASS	4	4	2	4	5
Prof Writing and Editing	CLASS		3			
Psychology	CLASS	21	19	12	11	9
Public Health	Health and Human Services	4	3	1		2
Religious Studies	CLASS					
Respiratory Care	Health and Human Services	1				
Science Pre Education	Education					
Social Services	Health and Human Services					
Social Work	Health and Human Services	2	3	3	2	1
Sociology	CLASS		2	1	1	3
Spanish	CLASS					1
Special Education	Education	1	2	2	4	2
Technology	STEM	2	2	1	1	
Telecommunications	Creative Arts and Communication	1	6	5	4	5
Telecomm St. Spts Broadcast Tr	Business Administration	5				

YOUNGSTOWN STATE UNIVERSITY
 INTERCOLLEGIATE ATHLETICS
 FIVE YEAR HISTORY OF ACADEMIC MAJORS

<u>MAJOR</u>	<u>COLLEGE</u>	<u>AS OF FALL SEMESTER</u>				
		<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
Theatre Studies	Creative Arts and Communication	1				
Undetermined	Undetermined	47	75	58	49	31
Total		521	510	435	429	414
	Business Administration	137	101	83	79	82
	CLASS	86	70	53	72	72
	Creative Arts and Communication	21	20	25	20	24
	Education	21	19	22	21	21
	Health and Human Services	138	139	121	117	110
	STEM	71	86	73	71	74
	Undetermined	47	75	58	49	31
Total		521	510	435	429	414



**YOUNGSTOWN
STATE
UNIVERSITY**

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

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

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

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

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

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

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

3356-7-20 Drug-free environment.

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

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

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

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

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

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

- (g) The United States department of veterans affairs;
 - (h) The drug enforcement administration;
 - (i) The food and drug administration; and
 - (j) Any board recognized by the national institutes of health for the purpose of evaluating the medical value of healthcare services.
- (3) Students who are legally authorized Ohio medical marijuana users and are living in university-owned or managed housing, may submit a letter with supporting documentation to the associate vice president for student experience asking to be released from their university housing and dining obligations.
 - (4) Students who are legally authorized Ohio medical marijuana users and are living in university-owned or managed housing, may not possess or use marijuana in these facilities. Any questions regarding medical marijuana and on-campus living may be directed to the associate vice president of student experience in Kilcawley House or email jlbyers@ysu.edu.
- (D) Definitions.
- (1) “University premise.” Any building or land (including parking lots) owned, leased or used by the university including any site at which an employee is to perform work for the university.
 - (2) “University vehicle or equipment.” Any vehicle or equipment owned, leased, or operated by the university.
 - (3) “Controlled substances.” Include and are not limited to narcotics, depressants, stimulants, hallucinogens, cannabis, and any chemical compound added to federal or state regulations and denoted as a controlled substance.

- (4) "Illegal drugs." A substance whose use or possession is controlled by federal or state law but is not being used or possessed under the supervision of a licensed health care professional.
 - (5) "Intoxicant." Any substance which can induce a condition of diminished mental and/or physical ability, excitement, irrational behavior or other physiological effects.
 - (6) "Random testing." Drug or alcohol testing that is conducted on employees chosen by random selection.
 - (7) "Reasonable suspicion testing." Testing based on specific, objective observations concerning the appearance, behavior, speech, or body odors of an employee including but not limited to slurred speech; dilated or pinpoint pupils; drowsiness or sleepiness; unusual or rapid changes in mood; unexplained work errors; impaired manual dexterity, coordination, or ability to reason; or upon verification of a drug or alcohol-related conviction; and self-disclosure of selling or taking drugs or alcohol.
 - (8) "Refusal to consent." Obstructing the collection or testing process; submitting an altered, adulterated, or substitute sample; failing to appear for a scheduled test; refusing to complete the requested testing forms; failing to promptly provide specimen(s) for testing when directed to do so and without a valid medical basis for the failure.
- (E) Guidelines.
- (1) All faculty, staff, volunteers, and student employees are required to report known or suspected violations of this policy to their supervisor, manager, or an appropriate administrator.
 - (2) This policy is subject to all applicable collective bargaining agreements and state law; however, no employee or bargaining unit may be exempted from application of this policy.
 - (3) Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided by an employee or volunteer shall be kept confidential to the extent required by law and maintained in files separate from personnel files. Such records and information may only be disclosed among

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

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

(F) Procedures.

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

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

- (iv) Failure of a manager or supervisor to receive training on this policy shall not invalidate otherwise proper reasonable suspicion testing.
 - (v) Individuals testing positive should be referred to the university employee assistance program (EAP) for evaluation. The evaluation will determine and recommend if substance abuse treatment or education is appropriate and/or necessary. Employee and labor relations will review the recommendation and may determine that treatment is a requirement for any current employee who has an alcohol or drug problem that affects job performance.
- (e) Post-rehabilitation testing. When an employee has had a confirmed positive test result or has been sent to a drug dependency program at the request of the university and will remain as a university employee, then as a condition of continued employment, the employee will be required to take and pass a follow-up drug test or tests during a period of up to two years after the employee's return to work.
- (G) Self-disclosure of conviction by employee.
- (1) Consistent with this policy and as required by the Drug Free Workplace Act of 1988, all employees, faculty, staff and volunteers are required to notify their immediate supervisor within five calendar days after any alcohol or drug-related conviction or finding of guilt, including the operation of any vehicle while impaired, and including a plea of nolo contendere occurring in the workplace. When a supervisor is so notified by an employee, the supervisor shall immediately notify the chief human resources officer.
 - (2) Within thirty days of such notice, the university will take appropriate personnel action against the employee, which may include corrective action, random testing requirements, notification of an appropriate licensing authority, and required participation in a drug abuse assistance or rehabilitation program.
 - (3) If the self-disclosure is from an employee engaged in the performance of work under a federal grant or contract the supervisor shall notify the director of research services. The director of research services

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

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

3356-7-20 Drug-free environment.

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

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- (C) Scope. This policy applies to all students, interns, faculty, employees (including student employees), volunteers, university visitors, third parties,

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

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

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- (D) Definitions.
- (1) “University premise.” Any building or land (including parking lots) owned, leased or used by the university including any site at which an employee is to perform work for the university.
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(E) Guidelines.

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

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

- (4) Voluntary submission for treatment of substance abuse problems will not subject employees or volunteers to disciplinary action or sanctions; however, submission for treatment shall not serve as a substitute for disciplinary action or sanction under this or any other university policy.
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 - (b) Provide alcohol and drug abuse awareness programming for students.

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

- (iv) Failure of a manager or supervisor to receive training on this policy shall not invalidate otherwise proper reasonable suspicion testing.
 - (v) Individuals testing positive should be referred to the university employee assistance program (EAP) for evaluation. The evaluation will determine and recommend if substance abuse treatment or education is appropriate and/or necessary. Employee and labor relations will review the recommendation and may determine that treatment is a requirement for any current employee who has an alcohol or drug problem that affects job performance.
- (e) Post-rehabilitation testing. When an employee has had a confirmed positive test result or has been sent to a drug dependency program at the request of the university and will remain as a university employee, then as a condition of continued employment, the employee will be required to take and pass a follow-up drug test or tests during a period of up to two years after the employee's return to work.
- (G) Self-disclosure of conviction by employee.
- (1) Consistent with this policy and as required by the Drug Free Workplace Act of 1988, all employees, faculty, staff and volunteers are required to notify their immediate supervisor within five calendar days after any alcohol or drug-related conviction or finding of guilt, including the operation of any vehicle while impaired, and including a plea of nolo contendere occurring in the workplace. When a supervisor is so notified by an employee, the supervisor shall immediately notify the chief human resources officer.
 - (2) Within thirty days of such notice, the university will take appropriate personnel action against the employee, which may include corrective action, random testing requirements, notification of an appropriate licensing authority, and required participation in a drug abuse assistance or rehabilitation program.
 - (3) If the self-disclosure is from an employee engaged in the performance of work under a federal grant or contract the supervisor shall notify the ~~associate vice president for research~~ director of research services.

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

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



**YOUNGSTOWN
STATE
UNIVERSITY**

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

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

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

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

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

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

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

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

Responsible Division/Office: Human Resources
Responsible Officer: VP for Legal Affairs and Human Resources
Revision History: July 1999; March 2011; March 2016;
March 2022
Board Committee: University Affairs
Effective Date: March 3, 2022
Next Review: 2027

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

(D) Procedures.

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

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

~~Previous Policy Number: 7017.01~~

Responsible Division/Office: Human Resources

Responsible Officer: VP for Legal Affairs and Human Resources

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

Board Committee: University Affairs

Effective Date: ~~March 16, 2016~~, March 16, 2022

Next Review: ~~2021~~2027

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

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

~~(B)~~(C) Parameters.

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

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

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

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

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

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



**YOUNGSTOWN
STATE
UNIVERSITY**

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

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

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

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

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

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

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

3356-7-39 Personnel files.

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

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

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

3356-7-39 **Employee**Personnel files.

~~Previous Policy Number: 7019.01~~

Responsible Division/Office: Human Resources

Responsible Officer: VP for Legal Affairs and Human Resources

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

Board Committee: University Affairs

Effective Date: ~~December 1, 2016~~March 3, 2022

Next Review: ~~2021~~2027

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

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

~~(B)~~(C) Procedures.

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

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



**YOUNGSTOWN
STATE
UNIVERSITY**

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

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

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

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

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

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

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

3356-7-51 Employee assistance program.

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

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

- (3) The office of human resources will make available to supervisors and employees information about referral and participation in the employee assistance program.
 - (4) Members of bargaining units should refer to their collective bargaining agreements.
- (D) Procedures. Services of the EAP may be initiated in any one of the following ways:
- (1) Employee self-referral. Eligible employees of the university may self-refer for confidential EAP services.
 - (2) Supervisory referral for voluntary participation. Supervisors may recommend that an employee participate in the EAP. The office of human resources will not disclose any information regarding EAP participation without written consent of the employee.
 - (3) Supervisor/administrative referral for mandatory participation. Employees who exhibit a documented pattern of deteriorating job performance or behavior that could result in termination can be referred by the supervisor to the office of human resources for mandatory participation in the EAP. The office of human resources will be informed of the completion/non-completion of EAP services but will not disclose any information regarding EAP participation without written consent of the employee.

3356-7-51 Employee assistance program.

~~Previous Policy Number: 7026.01~~

Responsible Division/Office: Human Resources

Responsible Officer: VP for Legal Affairs and Human Resources

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

Board Committee: University Affairs

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

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

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

- (3) The office of human resources will make available to supervisors and employees information about referral and participation in the employee assistance program.
 - (4) Members of bargaining units should refer to their collective bargaining agreements.
- (D) Procedures. Services of the EAP may be initiated in any one of the following ways:
- (1) Employee self-referral: Eligible employees of the university may self-refer for confidential EAP services.
 - (2) Supervisory referral for voluntary participation: Supervisors may recommend that an employee participate in the EAP. The office of human resources will not disclose any information regarding EAP participation without written consent of the employee.
 - (3) Supervisor/administrative referral for mandatory participation: Employees who exhibit a documented pattern of deteriorating job performance or behavior that could result in termination can be referred by the supervisor to the office of human resources for mandatory participation in the EAP. The office of human resources will be informed of the completion/non-completion of EAP services but will not disclose any information regarding EAP participation without written consent of the employee.



**YOUNGSTOWN
STATE
UNIVERSITY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 1.16. Coronavirus-Related Distributions

The Plan shall not permit Coronavirus-Related Distributions.

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

Section 2.30. CARES Act

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

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

Section 2.31. Coronavirus-Related Distribution

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

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

Section 2.32. Qualified Individual

"Qualified Individual" shall mean a Participant:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.2.7 Waiver of Required Minimum Distribution

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

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

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

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

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

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

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

YOUNGSTOWN STATE UNIVERSITY

By: _____

Print: _____

Title: _____

Date: _____

**YOUNGSTOWN STATE UNIVERSITY
ALTERNATIVE RETIREMENT PLAN**

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ARTICLE I. GENERAL INFORMATION

Section 1.1. Plan Name and Plan Number

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

Section 1.2. Effective Date

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

Section 1.3. Employer

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

ARTICLE II. DEFINITIONS

Section 2.1. Academic Employee

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

Section 2.2. Account

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

Section 2.3. Administrative Employee

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

Section 2.4. Applicable Form

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

Section 2.5. Beneficiary

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

Section 2.6. Compensation for Purposes of Section 5.3

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

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

Section 2.7. Compensation for Purposes Other Than Section 5.3

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

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

(1) Compensation includes the following:

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

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

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

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

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

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

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

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

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

(iii) Incidental benefits, including lodging, food, laundry, parking, or services furnished by the Employer, or use of the Employer's property or equipment, or amounts paid by the Employer to the Participant in lieu of providing the incidental benefits;

(iv) Reimbursement for job-related expenses authorized by the Employer, including moving and travel expenses and expenses related to professional development;

(v) Payments for accrued but unused sick leave, personal leave, or vacation that are made at any time other than the year in which the sick leave, personal leave, or vacation was accrued;

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

(vii) Payments under Division (B), (C) or (E) of ORC Section 5923.05, Section 4 of Substitute Senate Bill No. 3 of the 119th Ohio General Assembly, Section 3 of Amended Substitute Senate Bill No. 164 of the 124th Ohio General Assembly, or Amended Substitute House Bill No. 405 of the 124th Ohio General Assembly;

(viii) Anything of value received by the Participant that is based on or attributable to retirement or an agreement to retire within the meaning of ORC Section 145.01(R); and

(ix) The portion of any amount included in ORC Section 145.2916 that represents employer contributions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2.8. Disabled or Disability

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

Section 2.9. Eligible Employee

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

Section 2.10. Employer

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

Section 2.11. Employer Account

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

Section 2.12. Employer Contributions

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

Section 2.13. Employment Commencement Date

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

Section 2.14. EPCRS

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

Section 2.15. Forfeiture

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

Section 2.16. Forfeiture Account

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

Section 2.17. Former Provider

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

Section 2.18. Full-time Employee

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

Section 2.19. Hour of Service

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

Section 2.20. Investment Options

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

Section 2.21. IRC

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

Section 2.22. Joint and Survivor Annuity

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

Section 2.23. Nonelective Contributions

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

Section 2.24. One Year Break in Service

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

Section 2.25. ORC

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

Section 2.26. Participant

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

Section 2.27. Participant Account

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

Section 2.28. Period of Severance

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

Section 2.29. Plan

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

Section 2.30. Plan Year

"Plan Year" shall mean the calendar year.

Section 2.31. Pre-Retirement Survivor Annuity

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

Section 2.32. Provider

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

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

Section 2.33. Related Employer

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

Section 2.34. Rollover Account

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

Section 2.35. Rollover Contribution

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

Section 2.36. Severance from Employment

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

Section 2.37. Spouse

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

Section 2.38. State Retirement System

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

Section 2.39. Trust

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

Section 2.40. USERRA

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

Section 2.41. Vested

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

Section 2.42. Voluntary Contribution

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

ARTICLE III. ELIGIBILITY TO PARTICIPATE

Section 3.1. Initial Entry

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

Section 3.2. Continued Participation

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

Section 3.3. Resumption of Participation

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

Section 3.4. Eligibility Determinations and Employer Powers

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

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

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

ARTICLE IV. CONTRIBUTIONS

Section 4.1. Nonelective Contributions

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

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

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

Section 4.2. Employer Contributions

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

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

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

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

Section 4.3. Voluntary Contributions

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

Section 4.4. Social Security Replacement Plan

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

Section 4.5. Rollover Contributions

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4.6. Transfers from a Plan of the Employer

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

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

Section 4.7. Plan Expenses

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

Section 4.8. Paid Leave of Absence

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

ARTICLE V. ADMINISTRATION OF ACCOUNTS

Section 5.1. Plan Investments

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

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

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

Section 5.2. Intra-Plan Transfers

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

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

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

Section 5.3. Limitations on Allocations to each Participant

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

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

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

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

- (i) Employer Contributions;
- (ii) Participant contributions (Nonelective Contributions and Voluntary Contributions);
- (iii) Forfeitures;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.4. Designation of Beneficiary

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

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

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

Section 5.5. Loans to Participants

The Plan shall not permit loans.

Section 5.6. Valuation of Accounts

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

ARTICLE VI. VESTING

Section 6.1. Participant Account and Rollover Account 100% Vested

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

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

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

Section 6.3. Employer Account Vesting on Severance from Employment

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

ARTICLE VII. DISTRIBUTIONS

Section 7.1. Distribution of Benefits

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

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

Section 7.2. Forms of Payment

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

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

(2) A lump sum distribution.

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

(4) An optional survivor annuity.

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

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

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

Section 7.3. Death Benefits

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) Notice Requirements.

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

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

Section 7.5. Required Distribution Rules

(a) General Rules

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

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

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

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

(b) Time and Manner of Distribution

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

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

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

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

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

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

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

Section 7.6. Transfers from Plan

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

Section 7.7. Inability to Locate Participant or Beneficiary

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

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

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

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

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

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

Section 7.8. Division of Marital or Separate Property

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

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

(1) If the Participant is already receiving distributions of his or her Account or has applied for but has not yet received a lump sum distribution of his or her Account, as soon as practicable; or

(2) If the Participant has not received a distribution of his or her Account, on application by the Participant for a distribution under the Plan.

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

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

Section 7.9. Direct Rollover

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

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

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

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

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

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

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

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

(i) One of a series of substantially equal periodic payments (not less frequently than annually) made over the life of the Participant (or the joint lives of the Participant and the Participant's designated Beneficiary), the life expectancy of the Participant (or the joint life and last survivor expectancy of the Participant and the Participant's designated Beneficiary), or for a specified period of 10 years or more;

(ii) Required under IRC Section 401(a)(9) (relating to the minimum distribution requirements); or

(iii) Any hardship distributions described in IRC Section 401(k)(2)(B)(i)(IV) and Treasury Regulation Section 1.401(k)-1(d)(3).

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

Section 7.10. Withholding Orders

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

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

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

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

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

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

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

(b) Withholding Orders for Support

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

(c) Provider Responsibility

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

ARTICLE VIII. AMENDMENT AND TERMINATION

Section 8.1. Rights to Suspend or Terminate Plan

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

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

Section 8.2. Successor Organizations

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

Section 8.3. Amendment

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

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

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

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

Section 8.4. Vesting and Distributions on Termination of Plan

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

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

Section 8.5. Plan Merger or Consolidation

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

ARTICLE IX. MISCELLANEOUS

Section 9.1. Exclusive Benefit

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

Section 9.2. No Rights of Employment Granted

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

Section 9.3. Laws of Ohio to Apply

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

Section 9.4. Military Service

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

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

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

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

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

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

Section 9.5. Participant Cannot Transfer or Assign Benefits

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

Section 9.6. Reversion of Contributions Under Certain Circumstances

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

Section 9.7. Filing Tax Returns and Reports

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

Section 9.8. No Discrimination

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

Section 9.9. Number and Gender

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

Section 9.10. Records and Information

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

Section 9.11. Information to Participants

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

Section 9.12. Powers

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

Section 9.13. Reliance

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

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

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

YOUNGSTOWN STATE UNIVERSITY

By: _____

Print: _____

Its: _____

Date: _____

APPENDIX A

RELEVANT PROVISIONS OF THE OHIO REVISED CODE

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

I. Ohio Revised Code

- Chapter 145: PUBLIC EMPLOYEES RETIREMENT SYSTEM (p. 1)
 - Chapter 3305: ALTERNATIVE RETIREMENT PLANS (p. 178)
 - Chapter 3307: STATE TEACHERS RETIREMENT SYSTEM (p. 195)
 - Chapter 3309: PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM (p. 335)
 - Chapter 3345: STATE UNIVERSITIES – GENERAL POWERS (p. 462)
 - Chapter 3349: MUNICIPAL EDUCATIONAL INSTITUTIONS (p. 541)
 - Chapter 3354: COMMUNITY COLLEGES (p. 558)
 - Chapter 3355: UNIVERSITY BRANCH DISTRICTS (p. 582)
 - Chapter 3357: TECHNICAL COLLEGES (p. 593)
 - Chapter 3358: STATE COMMUNITY COLLEGES (p. 609)
-
- Section 124.13 Vacation leave. (p. 616)
 - Section 124.383 Options with respect to sick leave credit remaining at end of year. (p. 617)
 - Section 124.386 Personal leave. (p. 617)
 - Section 124.39 Unused sick leave. (p. 619)
-
- Section 507.09 Compensation of fiscal officer. (p. 621)
-
- Section 2907.02 Rape. [*Effective until 3/22/2020*] (p. 622)
 - Section 2907.02 Rape. [*Effective 3/22/2020*] (p. 624)
 - Section 2907.03 Sexual battery. (p. 625)
 - Section 2907.04 Unlawful sexual conduct with minor. (p. 627)
 - Section 2907.05 Gross sexual imposition. [*Effective until 3/22/2020*] (p. 627)
 - Section 2907.05 Gross sexual imposition. [*Effective 3/22/2020*] (p. 629)
 - Section 2907.15 Withholding moneys needed for restitution to crime victims from state retirement funds. (p. 631)
-
- Section 2921.41 Theft in office. (p. 633)
-
- Section 3111.23 Acknowledgment filed with office of child support. (p. 636)
-
- Section 5923.05 Paid military leave for permanent public employees. (p. 637)

APPENDIX B

APPROVED PROVIDERS

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

I. Current Providers

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

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

II. Former Provider(s)

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

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

YOUNGSTOWN STATE UNIVERSITY

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



**YOUNGSTOWN
STATE
UNIVERSITY**

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

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

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

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

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

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

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

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

10. Article 19 Leaves

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

11. Article 20 Employee Discipline and Employee Rights

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

12. Article 21 Uniforms and Equipment

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

13. Article 24 Retirement

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

14. Article 30 Instructional Fee Remission

- 30.1: Clarified tuition remission for online instruction.

15. Article 31 Probation and Promotion

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

16. Appendix B Evaluation Form

- Revised the Evaluation Form.

17. Appendix E Insurance Benefits

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

18. Appendix G Overtime Aggregate Roster Procedures

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

PREAMBLE

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

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

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

ARTICLE 1 AGREEMENT AND RECOGNITION

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

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

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

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

ARTICLE 2 SCOPE OF UNIT

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

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

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

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

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

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

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

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

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

ARTICLE 3 TERM OF AGREEMENT

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

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

**ARTICLE 4
PAY**

4.1 Wages Increases and Wage Schedules

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

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

4.1.1 University Dispatcher Pay

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

Effective July 1, 2021 through June 30, 2022.

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

Effective July 1, 2022 through June 30, 2023.

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

Effective July 1, 2023 through June 30, 2024.

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

4.1.2 University Police Officer 1 Pay

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

Effective July 1, 2021 through June 30, 2022.

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

Effective July 1, 2022 through June 30, 2023.

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

Effective July 1, 2023 through June 30, 2024.

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

4.1.3 University Police Officer 2 Pay

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

Effective July 1, 2021 through June 30, 2022.

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

Effective July 1, 2022 through June 30, 2023.

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

Effective July 1, 2023 through June 30, 2024.

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

4.1.4 University Police Sergeant Pay

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

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

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

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

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

4.2 Steps

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

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

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

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

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

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

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

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

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

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

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

- A. Employees whose work is interrupted by an emergency closing, and who are released from duties for the remainder of their shift, shall receive straight pay as though they had completed their scheduled hours.
- B. Employees who are scheduled to work, but who are directed by the University not to report to work due to an emergency closing, shall receive straight pay as though they had completed their scheduled hours.
- C. Employees who are working when an emergency closing occurs, and who are directed by the University to continue to work, shall receive straight pay for the

hours before the effective time of the closing and overtime payment at the rate of one and one-half (1.5) times their normal rate for hours after the announcement of the closing in addition to their straight pay. In such cases, payroll entry will indicate regular hours and overtime hours.

- D. Employees who are scheduled to work after an emergency closing occurs, and who are directed by the University to report to work, will receive pay at one and one-half (1.5) times their normal rate for all hours worked during the closing in addition to their straight pay. In such cases, payroll entry will indicate regular hours and overtime hours.
- E. Employees who are not scheduled to work during a period of emergency closing, but who are directed by the University to report to work, will receive pay at two and one-half (2.5) times their normal rate for all hours worked.
- F. During the period of an emergency closing, the University will not require any employee to work who is on vacation or sick leave.
- G. If an employee is scheduled to work during an emergency closing, but is unable to reach the campus due to conditions which prompted the closing, then the employee will be charged vacation leave or leave without pay for the period of their scheduled shift prior to the official closing.

4.8 OPERS Salary Reduction Pick-Up: The University will continue to implement a "Salary Reduction Pick-Up" in accordance with applicable rulings of the Internal Revenue Service and the Ohio Attorney General. This means the University will, for all members of the bargaining unit, reduce their salary by the amount of the employee contribution to OPERS and will contribute that amount to OPERS as an "employer contribution" in lieu of the "employee contribution." In the event the "Salary Reduction Pick-Up" is subsequently found to be contrary to law or applicable regulations, the University will cease the "Salary Reduction Pick-Up," in accordance with the law or applicable regulations and will have no residual obligation to members of the bargaining unit concerning the impact of cessation of the "Pick-Up" upon any employee's income tax liabilities at the state or federal level. The "Salary Reduction Pick-Up" shall apply to all pay received by members of the bargaining unit, and shall be a condition of employment for all members of the bargaining unit.

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

ARTICLE 5 INSURANCE

5.1: Summary of Coverage:

A. Eligibility: All group insurance benefits provided in this Agreement and described in the health, dental, and life insurance summary plan descriptions shall be available to the following eligible employees and their dependents except as expressly identified within this Agreement: all permanent full-time bargaining unit members. Dependents are spouses and dependent children to age 26.

B. Maintenance of Benefits/Open Enrollment: Except as provided in this article, the benefits under the University's group health plan shall remain equivalent to or better than those provided in the certificates that are in place in Appendix E of this Agreement. Members of the bargaining unit will annually have the right to choose to enroll in the plan during the open enrollment period established by the University.

C. Working Spouse/Coordination of Benefits:

1. Working Spouse Coverage Obligations

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

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

- b. The requirement of subsection (a) does not apply to any spouse who works less than 25 hours per week AND is required to pay more than 50% of the single premium funding rate OR \$300 per month, whichever is greater, in order to participate in Employer Coverage.
- c. An employee's spouse who fails to enroll in Employer Coverage, as outlined above, shall be ineligible for University Coverage.
- d. Upon the spouse's enrollment in Employer Coverage, that coverage will become the primary plan and the University Coverage will become the secondary plan according to the primary plan's coordination of benefits and participation rules. Notwithstanding the foregoing, in the event the spouse is a Medicare beneficiary and (i) Medicare is secondary to the University Coverage, and (ii) Medicare is primary to the spouse's Employer Coverage, the University Coverage will be the primary coverage. The rules of O.R.C. §§ 3902.11 to 3902.14 shall govern the implementation and interpretation of these coordination of benefits rules.

2. **Employer Coverage.** It is the employee's responsibility to advise the University's Human Resources Benefits Manager immediately (and not less than thirty calendar days after any change in eligibility) if the employee's spouse becomes eligible to participate in Employer Coverage. Upon becoming eligible, the employee's spouse must enroll in Employer Coverage unless they are exempt from this requirement in accordance with the exemptions stated in this section.
- a. Every bargaining unit member whose spouse participates in the University's group medical and prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether their spouse is eligible for and enrolled in Employer Coverage. If any bargaining unit member fails to complete and submit the certification during the annual certification process, such bargaining unit member's spouse will be removed immediately from University Coverage. Any information not completed or provided on the certification form may be requested from the employee.
 - b. If a bargaining unit member submits false material information or fails to timely advise the Human Resources Benefits Manager or their designee of a change in the eligibility of the employee's spouse for Employer Coverage within 30 calendar days of notification of such eligibility, and such false information or failure results in the provision of University Coverage to which the employee's spouse is not entitled, the employee's spouse will be disenrolled from University Coverage. Such disenrollment may be retroactive to the date as of which the employee's spouse became ineligible for plan coverage, as determined by the administrator for the University Coverage. The administrator shall provide at least thirty calendar days advance written notice of any proposed retroactive disenrollment. In the event of retroactive disenrollment, the bargaining unit member will be personally liable to the applicable University Coverage for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the University Coverage as a result of the false information or failure. Additionally, if the bargaining unit member submits false information in this context, the employee may be subject to disciplinary action, up to and including termination of employment.
 - c. The details of the working spouse limitations and coordination of benefits requirements are available on the Human Resources Office website.
 - d. For purposes of salary deduction toward premium cost sharing, in families in which both spouses are employed by YSU, the higher paid employee shall bear the salary deduction. They shall have the option either to be treated as only one employee, employee plus one, or family, or to select individual coverage and for each to pay the single salary share of the premium.
 - e. If one spouse works for YSU and the other does not, their children remain on the YSU insurance. If both spouses work for the University, in the case of family coverage, the higher-paid employee pays for the employee plus one or family coverage.
- f. An employee may opt out of health insurance benefits (medical and prescription drug, dental and/or vision coverage), in accordance with University policy.
- D. Coverage Levels and Additional Features:** The University will offer a plan with equal to or greater coverage as the Preferred Provider Organization Plan as detailed in Appendix E. The University may implement any other changes recommended by the Health Care Advisory Committee and approved in accordance with Section 5.6.
- E. Booklets:** Eligible employees shall be able to access information regarding coverages on-line via the vendor's website.
- F. Health Care Budgets:** The University shall establish separate accounts to monitor the healthcare budget and expenses. Regular financial statements prepared by the consultant shall be provided to the Health Care Advisory Committee.
- G. Wellness Program:** The University shall continue funding in a dedicated account for the Wellness Program. The Wellness Program shall be developed by, and oversight shall be provided by, the Health Care Advisory Committee. The program shall include incentives for employees to participate in the program. The University will maintain current funding of the Wellness Program during the term of this Agreement.
- 5.1a: Premium Sharing:** Eligible bargaining unit members who choose to enroll in the University's health insurance plan will contribute the following percentages of the Fully Insured Equivalent or such other calculation as detailed in Appendix J or such lesser percentage that the University charges to any other employees, for medical, dental, vision and prescription drug benefits:
- A. Effective July 1, 2021 and continuing through June 30, 2022, all employees shall contribute fifteen (15) percent of the fully insured equivalent rate for their subscriber selection. Effective July 1, 2022, all bargaining unit members shall contribute eighteen (18) percent of the fully insured equivalent rate for their subscriber selection.
 - B. Payments shall be deducted in equal amounts from each eligible bargaining unit member's bi-weekly paychecks.
- 5.2: Dental Coverage:** For the duration of the Agreement, the University will provide a dental care plan for members of the bargaining unit and their dependents with benefit levels not less than those in the predecessor Agreement.
- 5.3: Vision Care:** For the duration of this Agreement, the University will continue to provide a vision care plan for members of the bargaining unit and their dependents with benefit levels not less than those in effect as in the predecessor Agreement.
- 5.4: Annual Physical:** Members of the bargaining unit and their covered dependents shall be provided a free annual preventive examination provided such is performed by a network physician.

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

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

5.7: Health Care Advisory Committee (HCAC): The University and the Union support the establishment of the University Health Care Advisory Committee, as provided for in the Health Care Advisory Committee Policy and Guidelines. The HCAC shall recommend options that are mutually beneficial to employees and the University. The Union representatives to the HCAC shall consult their governing bodies prior to proceeding with any recommendations. Where a recommendation would alter the terms of the collective bargaining agreement a draft Memorandum of Understanding (MOU) will be presented to the chief negotiators of the Administration and the Union for proper processing.

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

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

- A. This provision shall not apply to any incident involving any gunshot, knife wound or vehicular assault or accident that is self-inflicted.
- B. Any injured bargaining unit member is subject to the physical examination provided for in Section 19-B.8.
- C. Only one payment of six thousand dollars (\$6,000) will be paid for each incident.

D. This benefit for effecting an arrest, severe beating, vehicular assault or vehicular accident shall apply only in cases in which the employee is hospitalized for forty-eight (48) hours or longer as a result of the incident.

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

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

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

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

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

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

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

ARTICLE 6 GRIEVANCE PROCEDURE

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

6.2: Procedure: A grievance is filed at Step 1 unless the parties agree that it is properly initiated at Step 2 or Step 3. A grievance is filed on the form which appears in Appendix A to this Agreement, after the grievant secures a grievance number from the Chief Human Resources Officer or their designee. A grievance must be filed within twenty (20) days of the event giving rise to the grievance, or within twenty (20) days after the grievant knew the facts which are the subject of their grievance. All references to "days" in this Article are to calendar days. The time limits specified in this Article may be extended only by the mutual agreement of the parties. If the grievant, or the union, fails to appeal a disposition of a grievance within the specified time limits, the grievance shall be considered settled on the basis of the last disposition by the University. If the University fails to reply within the specified time limit, the grievance shall automatically be advanced to the next level of the grievance and arbitration procedure.

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

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

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

6.6: Step 1: Within twenty (20) days following an occurrence the grievant believes to be a violation of this Agreement, the grievant may formally file a grievance by securing a grievance number from the Chief Human Resources Officer, or their designee, by completing a Grievance Form, and by submitting the completed form to the Chief of the YSU Police, with a copy to the Chief Human Resources Officer, or their designee. Within ten (10) days after receiving the grievance, the Chief of Police will hold a grievance hearing, and within ten (10) days following the hearing they will complete a Grievance Disposition Form, distributing the original to the grievant and providing a copy to the F.O.P. Within ten (10) days following the receipt of the Chief of Police's Step 1 disposition, the grievant may appeal the disposition to Step 2 by completing and distributing a Grievance Disposition Reaction Form.

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

following receipt of the Director of Labor Relations, or designee's, Step 2 disposition, the grievant may appeal the disposition to Step 3 by completing and distributing a Grievance Disposition Reaction Form.

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

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

6.10: Within ten (10) days after giving written notice that it supports the arbitration, the F.O.P. must request from the Federal Mediation and Conciliation Service a panel of seven (7) arbitrators whose primary addresses are within the State of Ohio and a 200-mile radius of Youngstown, Ohio. A copy of the union's request to FMCS must be sent simultaneously to the Chief Human Resources Officer. If the parties are unable to agree upon which of those seven (7) nominees shall serve as an arbitrator, then the arbitrator will be chosen by each party alternately striking names, beginning with the moving party, and the name remaining shall be the arbitrator. Each party shall have the option to completely reject one (1) panel of arbitrators provided by the FMCS and request another list. The hearing shall be conducted in accordance with the rules and regulations of the FMCS.

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

6.12: Arbitrator's Authority: The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

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

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

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

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

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

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

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

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

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

written notice shall be provided to the University prior to taking such leave. Leave for this purpose shall be paid leave and considered in active pay status.

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

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

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

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

ARTICLE 8 MANAGEMENT RIGHTS

The University retains all rights necessary to operate the University, except as those rights may be modified by the provisions of this Agreement. These retained rights include but are not necessarily limited to the general grant of authority specified in Ohio Revised Code 3356. These retained rights include but are not necessarily limited to those rights commonly known as management rights, which are delineated in Ohio Revised Code 4117. These retained rights include but are not necessarily limited to the right to:

- A. Conduct and grade civil service examinations, rate candidates, establish eligibility lists; and make original appointments therefrom; or, alternatively, to post announcements for positions to be filled by original appointment from among qualified applicants responding to the posting, and to make appointments from the pool of applicants;
- B. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public

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

- C. Direct, supervise, evaluate, or hire employees;
- D. Maintain and improve the efficiency and effectiveness of governmental operations;
- E. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- F. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- G. Determine the adequacy of the work force;
- H. Determine the overall mission of the employer as a unit of the government;
- I. Effectively manage the work force;
- J. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 9 F.O.P. RIGHTS

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

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

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

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

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

9.6: Copies of this Agreement shall be posted in electronic format on the University's Human Resources webpage for download in a printable PDF format. The University shall provide the

F.O.P. with ten (10) copies of this Agreement. The F.O.P. may purchase additional copies at its own expense for the cost of production.

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

9.8: Union stewards recognized in Section 9.7, shall be permitted up to one and one-half (1.5) steward-hours each week to investigate grievances during the paid working hours of the stewards. The one and one-half (1.5) hours shall apply to all recognized stewards, that is, one (1) steward at one and one-half (1.5) hours or two (2) stewards at seventy-five hundredths (.75) hour, etc. The steward-hours, if unused in a given week(s), may accumulate to a maximum of five (5). The Union agrees that this time will be devoted exclusively to a good faith effort to resolve labor management problems arising from the provisions of this Agreement, and will not be abused. Advance permission must be granted by the steward's supervisor and by the chief steward or Union president prior to investigation of a grievance during paid hours. If a steward leaves their work area to investigate a grievance in another work area, the steward will also secure the permission of the supervisor in the grievant's area before talking to the grievant. The University agrees that permission to investigate a grievance will not be denied unreasonably. No individual steward may devote more than six (6) hours of paid time to grievance investigation during a given week without the permission of the University. The Union will advise the University in writing once each month of the activities of the Union stewards engaged in under the provisions of this section of the Agreement, specifying the amount of time spent by each recognized steward.

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

ARTICLE 10 DUES DEDUCTION

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

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

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

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

- A. Up to two tax-exempt charitable organizations, including United Way;
- B. Tax-sheltered annuities, Individual Retirement Accounts (IRA), and IRS approved 403(b) programs;
- C. The YSU Foundation.

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

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

ARTICLE 11 HEADINGS

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

ARTICLE 12 WORK SCHEDULES

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

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

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

- A. Each job classification shall have separate bidding.

B. Seniority by classification will determine the sequence of who bids first, second, third, etc. The member who has the greatest classification seniority will have the first bid, the member who has the 2nd greatest classification seniority will bid 2nd, etc. This procedure will prevail down to the bargaining unit member with the least amount of classification seniority who will have the final bid.

C. The "Bid Sheet" will be posted on the F.O.P. bulletin board a minimum of four (4) weeks prior to taking effect. Within one (1) week of posting, all members will sign the sheet promptly next to the open slot they wish to work.

D. Employees will bid work schedules once per year in conjunction with the spring semester. The work schedule shall take effect on the first Sunday of the first week of the spring semester.

E. The "Bid Sheet" shall state the effective dates (Starting/Ending) Shift & Hours, Days Off.

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

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

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

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

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

ARTICLE 13 OVERTIME

13.1: Employees who are in active pay status, excluding the use of paid sick leave, for more than forty (40) hours in a given week, at the direction of the University, shall be paid overtime at one and one-half (1.5) times regular pay or, at the discretion of the employee, receive compensatory time off at the rate of one and one-half (1.5) hours for each hour of overtime worked. "Week" means the 168-hour period from 12:01 a.m. on Sunday through midnight at the end of the following Saturday. Compensatory time off must be taken when such time off shall not be unduly disruptive to the University's operations. The procedures for requesting of short-notice vacation in Article 18.8 will also be applied to requests for use of compensatory time. Compensatory time not taken in accordance with the preceding sentence will be paid off at the bargaining unit member's current rate of pay. A bargaining unit member may not exceed a 200-hour compensatory time balance. If a 200-hour balance exists, the employee will automatically be given pay for any overtime worked. The University shall convert to cash at the current hourly rate of the employee an amount equal to fifty percent (50%) of the employee's accumulated compensatory time balance at the end of the last full pay period in December. The payment for the conversion shall take place on the first payday following the second full pay period after January 1 and such payment shall be made to the employee as part of the employee's regular paycheck. Employees may elect to convert all or part of their compensatory time balance to a payment at the employee's current hourly rate by submitting a request to the University. Such payment shall be included in the employee's regular paycheck and shall be made on the first payday following two weeks after the employee submits the request to the University.

13.2: An overtime opportunity exists when the University needs the services of one (1) or more members of the bargaining unit for more than forty (40) hours of work or active pay status, excluding the use of paid sick leave, in a given week. The University will offer overtime opportunities to available bargaining unit members in order of the aggregate overtime roster provided by the bargaining unit. The University shall have the right in unusual circumstances to assign overtime outside the ordinary rotation. Furthermore, no employee will be eligible to work overtime for at least twenty-four (24) hours after the end of the shift for which the employee reported off sick. The University will offer all overtime details and opportunities to full-time bargaining unit members first at a 1:1 ratio of bargaining unit members to non-bargaining unit members, with the odd-numbered overtime detail or opportunity being offered to the bargaining unit member. If an insufficient number of bargaining unit members accept the available number of overtime opportunities, then the University may fill those overtime opportunities with non-bargaining unit employees. When a detail is staffed by multiple bargaining unit members and involves multiple types of work assignments, bargaining unit members may select on a seniority basis the work assignments designated by the University to be performed by bargaining unit members before offering the assignment to non-bargaining employees. The parties agree that current permanent details, dormitories, courtyards and the Recreation Center are not included in this formula.

13.3: The bargaining unit will provide on a weekly basis an aggregate overtime roster before the end of the day Sunday. If no aggregate overtime roster is provided by the end of the day on Sunday,

the previous week's aggregate overtime roster will be used until a new aggregate overtime roster is provided. The current week aggregate overtime roster may be used to fill overtime details scheduled out to Tuesday of the following week. The bargaining unit's aggregate overtime roster procedures are listed in Appendix G of this Agreement. Because the aggregate overtime roster is administered by the bargaining unit, the procedures in Appendix G are not subject to Article 6 (Grievances) of this Agreement.

13.4:

- A. Bargaining unit members who are offered overtime, for replacement of employees due to unscheduled absences or other unanticipated events, will promptly accept or decline the opportunity. In the event a bargaining unit member is contacted via phone and the bargaining unit member does not accept the overtime opportunity immediately, the University may move to the next eligible bargaining unit member on the overtime list.
- B. Scheduled overtime opportunities will be forwarded to the appropriate person for staffing a minimum of five (5) days prior to the date of the event. It is agreed that there may be times when an unanticipated overtime assignment becomes available and it may not be possible to have this information forwarded by the deadline above. In all cases, copies of the Request for Police Services and Call Out Sheets will be forwarded to the President of the FOP Labor Council. Bargaining unit members who are contacted for overtime opportunities will accept or decline the overtime opportunity as quickly as possible, but in no case later than six (6) hours from the time the overtime was offered. Contact includes messages left with another party, answering machines, pagers, or cell phones. If a bargaining unit member fails to accept or decline the overtime opportunity within the time period specified above, they will forfeit the overtime opportunity.

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

13.6: An emergency exists when the Chief of YSU Police, President, or their designee, determine current or potential conditions on the YSU campus warrant the immediate call out or hold over of bargaining unit members is necessary for the health or safety of the University community. If an emergency occurs which results in the University having to assign members of the bargaining unit to additional duty or to modified schedules with less notification than is specified by Section 12.2 ("Work Schedules"), the University will provide affected bargaining members with as much advance notice as is feasible, will rotate overtime opportunities among bargaining unit members to the extent feasible, and a representative of the University will meet with the F.O.P. promptly to discuss the nature of the emergency and the manner in which it was accommodated. If the YSU Police Chief or their designee determines that any extra detail or shift cannot be adequately staffed as a result of the inability to obtain intermittent, part-time, or full-time employees, a bargaining unit member may be required to work the assignment. These assignments will be made on a rotating basis according to least seniority. That is, the bargaining unit member with the least seniority in the classification will be required to work the first such assignment, the next least

senior bargaining unit member in the classification the second such assignment, and so on. A holdover/force out roster for each classification with holdover/force out dates will be kept in Dispatch. The University agrees to give as much notice as possible for pre-scheduled shifts and events/details that require a holdover/force out. In the event of an unscheduled or short notice need for a holdover/force out for a shift or detail, the bargaining unit member with the longest time since the last holdover/force out according to the holdover/force out roster in the classification on the prior shift will be required to work. All holdover/force out notifications will be made by a supervisor in person or via telephone.

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

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

13.9: A bargaining unit member required to work continuously for more than sixteen (16) hours in accordance with Sections 12.8 and 13.6 shall be paid at two and one-half (2.5) times regular pay for each hour exceeding sixteen (16) hours.

ARTICLE 14 HOLIDAYS

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

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

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

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

If a bargaining unit member is not scheduled to work on a holiday, and has forty (40) hours in active pay status, excluding the use of paid sick leave, during the week in which the holiday falls, they shall be paid one and one-half (1 ½) times their hourly rate of pay for the holiday on which they did not work. However, at the bargaining unit member's option they may request the hours earned be added to the bargaining unit member's total hours of Compensatory Time instead of receiving pay.

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

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

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

ARTICLE 15 EVALUATIONS

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

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

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

15.4: An employee who believes that the procedural requirements of this Article have not been met, or who believes that the information upon which an evaluation was based was improper (i.e., erroneous, incomplete, untimely, or irrelevant), may file a grievance under the provisions of Article 6 ("Grievance Procedure"). Such grievance may be processed through step 3 of the grievance procedure. However, grievances over evaluations shall not be arbitrable. If the adjustment of the grievance includes a determination that the evaluation was procedurally flawed or based upon improper information, the University will nullify the evaluation and direct that it be redone. If an employee disagrees with the judgment of the evaluator, the employee may electronically 1) so note on the evaluation form; and/or 2) so note, with comments in the "Employee's Comments" section of the form.

ARTICLE 16 STANDARDS OF PROFICIENCY

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

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

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

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

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

ARTICLE 17 PERSONNEL FILES

17.1: An official personnel file shall be maintained in the Office of Human Resources for each member of the bargaining unit. Personnel files are maintained and access provided to them in accordance with law, including Ohio Revised Code 1347 (Personal Information Systems).

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

17.3: An employee who has reason to believe that there are inaccuracies in materials contained in their personnel file shall have the right to submit a memorandum to the Chief Human Resources Officer or their designee requesting that the documents in question be reviewed to determine their appropriateness in the personnel file.

17.4: The University shall promptly review requests received under the provisions of Section 18.3. If the University concludes that the material is inappropriate for retention in the employee's personnel file, the material shall be removed and the employee so informed. If the University concludes that the material is appropriate for retention in the file, the University shall so inform the employee; in this event the employee shall have the right to submit a written statement noting their objections to the material in question, and the Chief Human Resources Officer or their designee shall attach the employee's statement to the material objected to and shall include a note in the personnel file indicating that any person reviewing the original material should also review the employee's objections to the material.

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

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

17.7: Job evaluations shall be removed, at the request of the employee, provided the evaluations have been on file for at least five (5) years.

ARTICLE 18 VACATION

18.1: Each member of the bargaining unit will earn annual vacation leave according to their number of years of service with the University. Furthermore, total service for purposes of calculating vacation hereunder will also include active duty in the U.S. Armed Forces as well as their total Reserve Duty and National Guard Units as delineated on the employee(s) Department of Defense (DD) 214 or Certificate of Release or Discharge from Active Duty, rounded to the

nearest full year. If less than six months of service as noted above, they will be credited with the actual amount of service.

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

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

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

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

18.2: Short Notice Vacation Selection: An employee may request to use vacation time that has not been selected during the annual selection period. Such selections shall be made and granted on first requested, first granted basis. Unless there are exigent circumstances (to be determined by the Chief and/or the Lieutenants) employee must give fourteen (14) days' notice for short-term vacation requests, and the Employer will return requests fourteen (14) days after the date when the request has been submitted. However, nothing shall prohibit the granting of requests not made in 14 days by the Employer if scheduling/staffing is adequate.

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

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

18.5: An employee may be paid in advance of the regular payday for an approved scheduled vacation, providing the employee submits a request in writing on a University provided form a

minimum of fifteen days prior to the effective date of the vacation. Advance vacation pay is only available to an employee for a minimum period of one (1) week of vacation and only twice during any calendar year. The advance pay will be available to the employee at the Payroll Office at the end of the employee's last working day prior to going on vacation. The advance vacation pay will be deducted from the subsequent paycheck(s) on which the employee would have received pay for the vacation period if the employee had not chosen advance vacation pay.

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

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

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

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

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

**ARTICLE 19
LEAVES**

**SUB ARTICLE 19 A
DEFINITIONS AND GENERAL REQUIREMENTS**

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

- A. Child:** biological, adopted, foster, stepchild, ward, or child of person standing in loco parentis until the end of the month where said child turns 26 or older if incapable of self-care due to disability.
- B. Eligible bargaining unit member:** a bargaining unit member with at least one year of service who has worked at least 1,250 hours in the previous twelve (12) months.
- C. Immediate family:** spouse, children, daughters-in-law, sons-in-law, grandchildren, parents, parents-in-law, grandparents, spouse's grandparents, brothers, sisters, brothers-in-law, sisters-in-law, legal guardian.
- D. Parent:** biological father or mother, adoptive parents, step parents or foster parents, or person in loco parentis when employee was a child.
- E. Serious health condition:** an illness, injury, impairment or physical or mental condition that involves in-patient care in a hospital, hospice or residential medical care facility, or continuing treatment by a health care provider.
- F. Third medical opinion:** a medical opinion that is provided when there is a conflict between the first medical opinion provided by the employee's medical provider and the second medical opinion provided by the employer's medical examiner. The persons providing the first two medical opinions shall select the person to provide the third medical opinion.

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

SUB ARTICLE 19 B SICK LEAVE

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

19 B.2: Retroactive to the first full pay period after the effective date of this Agreement, each member of the bargaining unit will earn sick leave at the rate of four and six tenths (4.6) hours for each eighty (80) hours of service. Sick leave is cumulative without limit.

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

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

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

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

1. Disciplinary action, including removal, may be taken by the University against any employee who falsifies documents relating to the application for sick leave. Such action may also be taken against any employee who attributes an absence to sick leave but willfully neglects to follow through on the application for such leave.
2. Pattern Abuse: The following types or patterns of absence shall constitute pattern abuse: before and/or after holidays; Fridays/Mondays; absence following overtime worked; continued pattern of maintaining zero or near zero leave balances. If an employee uses sick leave in a clear pattern, per examples noted above, the Chief Human Resources Officer or their designee may reasonably suspect pattern abuse. If it is suspected, the Chief Human Resources Officer or their designee will notify the employee in writing detailing the reason(s) that pattern abuse is suspected. The notice will also invite the employee to explain, rebut, or refute the pattern abuse claim. Use of sick leave for valid reasons shall not be considered for pattern abuse. Patterns of abuse will be kept in the time frame of the previous twelve (12) months from the date of notification. Any action taken by the University will not be arbitrary, capricious, or discriminatory in nature in all instances.

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

availability to return to work following an extended absence unless a shorter period is mutually agreeable.

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

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

19 B.10: An employee who transfers from this department to another department of the University shall be allowed to transfer their accumulated sick leave to the new department.

19 B.11: A bargaining unit member appointed during the term of this Agreement who has been employed by the State of Ohio or any political subdivision of the State of Ohio within ten (10) years prior to the effective date of their appointment by the University, may transfer to the University up to 260 hours of accrued but unused sick leave upon certification of sick leave balance by their former employer.

19 B.12: Sick Leave Bonus: The University desires an incentive for employees not to abuse sick leave. Therefore, for each quarter of the year in which an employee does not use their sick leave, they will be entitled to a bonus of four (4) hours pay at their regular hourly rate of pay for each year of this agreement:

ABSENCE ON SICK LEAVE

January through March	4 hours
April through June	4 hours
July through September	4 hours
October through December	4 hours

If an employee has not met the above goals due to FMLA leave, then payment of the incentive will be denied.

Employees shall maintain a minimum balance of forty (40) hours of accrued sick leave. Newly appointed members of the bargaining unit shall have eighteen months from the date of hire to accrue this forty (40) hour limit. Any employee without such accumulation shall be required to submit a signed medical practitioner's statement in order to receive sick leave payment.

**SUB ARTICLE 19 C
LEAVE WITHOUT PAY**

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

- A. Personal:** A bargaining unit member may request leave without pay for personal reasons for any period up to six (6) months.
- B. Educational:** A bargaining unit member who wishes to pursue formal education, training, or specialized experience which is related to their position in the YSU Police Department may be granted leave without pay for a period of up to two (2) years when the University concurs that the proposed leave activities will benefit the University as well as the employee. An employee on leave of this type may be returned to active pay status earlier than originally scheduled if the return is mutually acceptable to the University and the employee. The University may cancel the leave and direct the employee to return to active pay status if it is learned that the leave is not being used for the purpose for which it was granted; in this case the employee will be so notified in writing. A bargaining unit member taking educational leave without pay may maintain their insurance coverage by paying the group rate to the University.
- C. Employee Medical:** A bargaining unit member whose absence due to a serious illness or injury exceeds their accrued sick leave and they are not eligible to receive FMLA leave may be granted employee medical leave without pay for up to twelve (12) weeks less any accrued sick, vacation or personal leave used, unless otherwise required by law. The University may require medical certification and/or a second or third opinion to support a leave of this type. When a bargaining unit member uses employee medical leave without pay to receive inpatient or outpatient treatment from a medical provider, or to visit a doctor, dentist or other medical provider, they shall provide to the Chief Human Resources Officer, or their designee, written verification of the visit in order for the employee medical leave without pay to be approved. Whenever possible, the bargaining unit member will inform the department head one (1) week in advance of such scheduled visits. If the University receives within the period of either FMLA leave or employee medical leave without pay medical evidence from its physician and/or the bargaining unit member's physician which indicates that the bargaining unit member is expected to be able to substantially and materially perform their duties by a specified date that is no later than one (1) year from the last day on the job, a request for an extension of medical leave without pay will be considered. A bargaining unit member taking employee medical leave without pay may maintain their insurance coverage by paying the group rate to the University.
- D. Worker's Compensation:** A bargaining unit member who suffers a work-related injury or occupational illness covered by workers' compensation that requires absence from work must use paid sick leave until the employee receives temporary total or permanent total

disability workers' compensation benefits. In accordance with University policy, an eligible bargaining unit member who receives temporary or permanent total disability compensation benefits from the Bureau of Worker's Compensation instead of using sick leave will be considered to be on a medical leave without pay as specified in Section 19 C. Employee Medical. Bargaining unit members governed by this section shall receive all of the fringe benefits granted to those not on leave, provided that any non-self-insured coverage obtained from an outside carrier for which the university and/or the employee pay premiums to that outside carrier permits coverage for persons who are not in active pay status. A bargaining unit member while on leave without pay for a Worker's Compensation claim may request a payout for all or a portion of their accumulated compensatory time. Requests for payout of compensatory time will be approved. A bargaining unit member who receives sick leave benefits during the period preceding the receipt of temporary or permanent total disability benefits must reimburse the University for any paid time off that also is covered by temporary or permanent total disability benefits.

SUB ARTICLE 19 D MATERNITY, PARENTAL AND CHILD CARE LEAVE

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

Maternity Leave will consist of a period of paid leave for up to six (6) workweeks or two hundred forty (240) hours following the birth or adoption of a child. This paid leave program is available to birth mothers for recovery from childbirth and to care for and bond with a newborn child. Maternity Leave is to be used in one (1) consecutive block and not intermittently.

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

Parental Leave will consist of a period of paid leave for up to three (3) workweeks or one hundred twenty (120) hours of paid leave for a biological father, or adoptive parent to care for and bond with a newborn or newly adopted child. Parental Leave is to be used in one (1) consecutive block and not intermittently.

Adoption Expense Payment: Adoption Expense Payment means the payment of two thousand dollars (\$2,000.00) in taxable income (i.e., subject to regular payroll deductions) for adoption

expenses. Such payment may be requested upon approval of the adoption. If an employee elects to receive the Adoption Expense Payment they will not receive Maternity and Parental Leave.

Child Care Leave:

1. **Biological Mother** - Once a bargaining unit member is certified by her physician to be medically capable of performing her regular duties, she will be entitled to leave without pay for a period not to exceed six (6) months for the purpose of child care. Child Care Leave is to be used in one (1) consecutive block and not intermittently. Any Maternity or Parental Leave taken will be deducted from the six (6) month time period. Child Care Leave will run consecutively after Parental Leave. Additionally, any available FMLA will run concurrently with Child Care Leave.
2. **Biological Father** - A male bargaining unit member, upon the birth of his child, is entitled to leave without pay for a period not to exceed six (6) months for the purpose of child care. Child Care Leave is to be used in one (1) consecutive block and not intermittently. Any Maternity or Parental Leave taken will be deducted from the six (6) month time period. Child Care Leave will run consecutively after Parental Leave. Additionally, any available FMLA will run concurrently with Child Care Leave.
3. **Adoptive Parents** - A bargaining unit member is entitled, upon the adoption of a child, to leave without pay for a period not to exceed six (6) months for the purpose of child care. Child Care Leave is to be used in one (1) consecutive block and not intermittently. Any Maternity or Parental Leave taken will be deducted from the six (6) month time period. Child Care Leave will run consecutively after Parental Leave. Additionally, any available FMLA will run concurrently with Child Care Leave.
4. **Application for Child Care Leave** shall be in writing to the Chief Human Resources Officer or their designee not later than thirty (30) days prior to the effective date for such leave, and such request shall state the anticipated duration of the leave. In the case of an application for Child Care Leave by an adoptive parent, this thirty (30) day requirement shall be waived. In the case of child care leave related to pregnancy, the request shall be accompanied by a statement from the attending physician giving the expected date of delivery. In such cases where the expected delivery changes or complications arise, the thirty (30) day requirement will be waived.
5. During the period of Child Care Leave, the bargaining unit member will be deemed to be relieved temporarily of their duties.
6. A bargaining unit member taking employee Child Care Leave without pay may maintain their insurance coverage by paying the group rate to the University.

Maternity, Parental and Child Care Leave Procedures:

1. **Maternity and Parental Leave** shall be used prior to using sick or vacation leave which may be used to extend the period of paid leave. Sick or vacation leave will run concurrently with any available FMLA, or Child Care Leave.

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

**SUB ARTICLE 19 E
OTHER LEAVES**

19 E.1: Training Leave: A bargaining unit member who is directed by the University to engage in specified training or education as a condition of continued employment shall be maintained in a regular pay status for the period of such actual training.

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

19 E.3: Military Leave: Eligible bargaining unit members shall be entitled to receive military leave under the Federal and Ohio Uniformed Services Employment and Re-employment Rights Act (USERRA) to fulfill short-term (i.e., 31 consecutive calendar days or less) and extended (i.e., more than 31 consecutive calendar days) duty obligations and to obtain reinstatement after completing such service obligations.

19 E.4: FMLA Leave: FMLA leave shall run concurrently with any paid leave of absence available to a bargaining unit member for care and treatment of such serious health condition unless otherwise specified by this Article. Eligible bargaining unit members shall be entitled to receive leave under the Family and Medical Leave Act (FMLA) to receive care for: (a) birth of a child and to care for the newborn child; (b) placement with the bargaining unit of a child for adoption or foster care; (c) a bargaining unit member's own serious health condition (including pregnancy) or to care for the bargaining unit member's child, spouse, or parent with a serious health condition; (d) qualifying exigency arising out of the fact that the bargaining unit member's spouse, child, or parent is a covered military member on active duty, or has been called to active duty, in support of a contingency operation; (e) or care for a covered service member with a serious injury or illness if the bargaining unit member is the spouse, child, parent, or next of kin of the service member. Sick, vacation and personal leave must be exhausted before taking an unpaid FMLA leave. The University shall administer FMLA leave in accordance with law.

**SUB ARTICLE 19 F
PERSONAL LEAVE**

19 F.1

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

**SUB ARTICLE 19 G
DISABILITY SEPARATION AND DISABILITY RETIREMENT**

19 G.1: Disability Separation: The University may require an employee to undergo an examination, conducted by a licensed physician or licensed psychologist designated by the University, to determine the employee's physical or mental capabilities to continue to perform the duties of the position which the employee holds. The University shall pay the cost of such examination. If the employee's personal physician or psychologist differs from the University's designated physician or psychologist, the opinion of the employee's personal or physician or psychologist shall be given due professional consideration. If after review of the opinion of the employee's personal physician or psychologist, the University has substantial credible medical evidence that the employee is incapable of performing the essential job duties of the employee's position, the employee may be disability separated in accordance with the provisions of the Ohio Revised and Administrative Codes.

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

**SUB ARTICLE 19 H
BEREAVEMENT LEAVE**

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

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

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

**SUB ARTICLE 19 I
INJURED ON DUTY LEAVE**

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

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

**SUB ARTICLE 19 J
LEAVE DONATION PROGRAM**

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

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

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

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

4. That the leave is donated voluntarily and the bargaining unit member understands that the donated leave will be returned if not used.
- D. The Leave Donation Program shall be administered by the University. Bargaining unit members using donated leave shall be considered on active pay status but shall not accrue sick or vacation leave while using donated leave. Donated leave shall be considered sick leave, but shall not be converted into a cash benefit. In order to ensure that the bargaining unit member receives pay for the appropriate pay period, the bargaining unit member or their Union representative must notify the University of the qualifying absence prior to the deadline for submission of payroll for the applicable pay period.
- E. Bargaining unit members requesting leave donation shall estimate how much leave will be needed. In response, bargaining unit members donating leave shall coordinate how much leave they intend to donate. Subject to the minimum donation requirement stated in Subsection (B) (2) above, the aggregate amount of donated leave shall not exceed the amount needed.
- F. To the extent it is possible, an equal amount of leave donated shall be taken from each bargaining unit member who has donated leave. In the event the bargaining unit member requesting leave does not use the estimated amount of leave needed, the remaining donated leave will be returned to the bargaining unit members who donated the leave.
- G. No bargaining unit members shall be compelled to donate leave.
- H. The Chief Human Resources Officer may, with the signed permission of the bargaining unit member who is in need of leave, inform bargaining unit members of the co-worker's critical need for leave. This notice shall not include the specific medical condition for which the bargaining unit member needs the donation. The University shall not directly solicit leave donations from bargaining unit members.

**ARTICLE 20
EMPLOYEE DISCIPLINE AND EMPLOYEE RIGHTS**

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

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

20.2: Corrective action is normally progressive in nature; that is, repetitions of causes for disciplinary action should lead to progressive responses of reprimand, suspension, and removal. It is expected that most cases will be disposed of by an informal verbal warning and/or attendance

counseling without formal disciplinary action; such verbal warning or counseling may be documented, but shall not be recorded in the employee's official personnel file unless connected to subsequent progressive discipline. The supervisor will follow-up with an email to the employee documenting that a verbal warning was issued. Prior to the issuance of a written reprimand, a meeting will be held between the employee and the employee's supervisor, which may include a University and Union representative. However, the seriousness of certain offenses justifies severe initial disciplinary action, including removal. Disciplinary actions shall be reduced in writing within a reasonable period of time, with copies provided to the employee and to the employee's official personnel file.

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

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

20.4: Drug and Alcohol Testing Program:

- A. The University and the F.O.P. have a mutual interest in promoting the treatment and rehabilitation of employees involved in the improper use of drugs or the abuse of alcohol. A drug and alcohol testing program serves to promote the parties' interest in a drug-free workplace. All bargaining unit members must abide by University Policy 3356-7-20, Drug-Free Environment.
- B. A member of the bargaining unit may be required to submit to a test to determine the improper use of drugs or to determine that the employee is under the influence of alcohol

while on duty. The test will be conducted by a medical facility or drug/alcohol testing site, or will be conducted on campus.

- C. Requiring an employee to submit to such a test must be based on a reasonable suspicion that the employee has been using any drug, narcotic or alcohol and that this use may present a risk to their safety or that of fellow employees or the public. Reasonable suspicion standards and testing procedures shall be based on University Policy 3356-7-20, effected December 1, 2016. The University also has the right to randomly test bargaining unit employees. Drug and alcohol screening/testing shall be conducted for administrative purposes and the results shall not be used in any criminal proceedings.
- D. A supervisor who orders a drug test when there is a reasonable suspicion of the use of any drug, narcotic or alcohol shall forward a report containing the facts and circumstances directly to the Chief of the YSU Police. The employee shall be verbally advised of the reasonable suspicion at the time of the test and receive a written statement of the same reasonable suspicion within twenty-four (24) hours of the test.
- E. Test results reporting a presence of alcohol, illegal drugs, or narcotics, or the use of prescription drugs without a prescription, or the abuse of any over-the-counter drugs will be submitted to the Chief of the YSU Police for further action. Abuse of prescribed medication shall be treated the same as non-prescribed use.
- F. All drug testing shall be conducted by laboratories certified by the State of Ohio or the federal government. All alcohol breath tests shall be administered by a trained breath alcohol technician. The procedure utilized by the drug testing lab shall include a chain of custody and control and split sample collection and testing.
- G. All specimens identified as positive on the initial drug test (screen) shall be confirmed through the use of the gas chromatography/mass spectrometry method of detection, or any other method that is professionally recognized as being as or more accurate than the gas chromatography/mass spectrometry method of detection. In the event the initial and confirmatory test results are positive, the employee is entitled to have the split sample tested in the same manner prescribed above at the employee's expense. This test will be given the same evidentiary value as the two (2) previous tests. If at any point the results of the drug or alcohol testing procedures conducted by the University are negative, all further testing and administrative actions related to drug/alcohol testing shall be discontinued.
- H. An employee who is required to submit to a reasonable suspicion drug or alcohol test will be suspended pending receipt of the test results or may be assigned duties that will not pose a threat to the employee or any other person until the results of the test are known. If the test results indicate that they were not under the influence of alcohol or improper use of drugs, the employee shall be paid for the time they were suspended, and no record of the suspension will be maintained in the employee's personnel file. However, if an incident (e.g., car accident) is linked to the reasonable suspicion resulting in the testing, a record of the incident shall be placed in the employee's personnel file. An employee who has a confirmed, positive drug or alcohol test (reasonable suspicion, random or follow-up) will be subject to disciplinary action. If the employee agrees to enter and successfully complete a rehabilitation program, the disciplinary action will not exceed thirty (30) calendar days

for the first offense. Thereafter, for a period of two (2) years, the employee will be subject to periodic follow-up drug testing as well as the reasonable suspicion and random testing defined above.

- I. The random testing pool shall be made up of bargaining unit employees. Random testing may be conducted up to four (4) times in a calendar year and may include up to 30% of the pool.

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

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

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

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

20.7: Suspensions and removals of non-probationary employees shall be subject to the provisions of Article 6 ("Grievance Procedure"). If a suspension, reduction, or removal is

subsequently grieved, the Step 3 hearing will be optional; however, a Step 3 disposition will be issued in a timely manner. All written reprimands shall be subject to the Grievance Procedure in Article 6, but may not be advanced beyond Step 3.

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

20.10: The refusal of a bargaining unit member to answer questions in connection with a matter involving employee discipline shall not be cause for disciplinary action against the bargaining unit member unless they have been so advised of the fact.

ARTICLE 21 UNIFORMS AND EQUIPMENT

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

21.2: Each member of the bargaining unit who at the direction of the University wears a uniform while performing their duties shall receive an initial uniform allowance of seven hundred fifty dollars (\$750) at the time they are appointed or are directed by the University to wear a uniform while on duty. If an employee resigns or is separated from the University less than one year following their initial appointment, they shall reimburse the University on a prorated basis for the cash value of the initial uniform allowance. With the exception of University Dispatchers, each member of the bargaining unit who serves longer than one year and who is in work status (actively employed, on approved paid leave, or unpaid FMLA) more than fifty percent (50%) of the preceding fiscal year shall receive:

- (1) an annual uniform and maintenance allowance of one thousand two hundred dollars (\$1,300) which will be paid at the end of the first full pay period in the month of July 2021;
- 2) an annual uniform and maintenance allowance of one thousand two hundred fifty dollars (\$1,300) which will be paid at the end of the first full pay period in the month of July 2022; and
- 3) an annual uniform and maintenance allowance of one thousand three hundred dollars (\$1,300) which will be paid at the end of the first full pay period in the month of July 2023.

University Dispatchers will be paid an annual uniform and maintenance allowance in the manner described in the foregoing sentence but will receive eight hundred dollars (\$800) annually.

If a bargaining unit member is on a leave of absence (paid or unpaid) at the time the annual uniform and maintenance allowances are paid out, the bargaining unit member will receive a pro-rated

uniform and maintenance allowance based on their work status (actively employed, on approved paid leave, or unpaid FMLA) upon their return to work.

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

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

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

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

ARTICLE 22 LAYOFF AND RECALL

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

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

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

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

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

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

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

ARTICLE 23 SEPARATION

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

23.2: Disability Separation: If, in the judgment of the employee's physician, or a physician designated by the University, a non-probationary employee is physically or mentally incapable of performing all the duties of their position, and they have exhausted all paid leave and all Family and Medical leave, the University shall consider reasonable accommodations and knowledge, skill, and abilities which may transfer to a vacant position first in the bargaining unit, or outside of the bargaining unit, and the applicable rules for application for disability under OPERS. Employees may be placed on a disability separation leave.

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

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

23.5: A bargaining unit member who severs employment with the University for any reason shall be paid in full for all unused vacation time and compensatory time at the current hourly rate of

pay. The current hourly rate of pay shall include the educational increment (Article 4.5) but shall not include any shift differential.

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

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

ARTICLE 24 RETIREMENT

24.1: A bargaining unit member who retires shall be entitled for an unlimited period of time, on the same basis as bargaining unit members, to use of the library, Bookstore discount, tickets for University functions, use of Beeghly Center and other recreational facilities. Retired bargaining unit members will be eligible to purchase a parking permit annually for the annual parking fee established by the University. Retirees, their spouses and dependent children until they reach the end of the academic year of age twenty-five (25) shall be eligible for remission of all instructional fees. (See Article 30). Effective Fall Semester 2022, retirees, employees, spouses and dependent children shall pay for twenty percent (20%) of the cost of online instruction provided by the University and offered in partnership with Academic Partnerships or any successor.

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

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

The cash payment of accrued but unused sick leave shall be twenty-five percent (25%) of accrued but unused sick leave of the first nine hundred sixty (960) hours, for a maximum payment of two hundred forty (240) hours.

All accrued sick leave shall be eliminated from an employee's record upon sick leave conversion. Such payment shall be made only once to an individual. Sick leave conversion does not apply to separation or termination other than retirement. "Retirement" as used in this section refers to

retirement under the provisions of one (1) of the Ohio public retirement systems at the time of separation and requested sick leave conversion.

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

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

ARTICLE 25 MISCELLANEOUS

25.1: Bargaining unit members performing assigned and authorized University duties off-campus shall be reimbursed for travel in their privately-owned vehicles at the rate established by the Board of Trustees.

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

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

25.4: Members of the bargaining unit who serve on any authorized University committee and must attend meetings of the committee outside their normal working hours will receive one and one-half times the actual hours of attendance added to their compensatory time balance.

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

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

**ARTICLE 26
SEVERABILITY**

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

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

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

**ARTICLE 27
NO STRIKE/NO LOCKOUT**

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

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

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

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

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

**ARTICLE 28
CONTRACTING**

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

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

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

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

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

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

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

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

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

**ARTICLE 29
HEALTH AND SAFETY**

29.1: The parties agree that it is the goal of the University and the F.O.P. that the University be a place in which bargaining unit members enjoy a safe and healthful environment. To accomplish this, the University will endeavor to assure compliance with all federal, state, and local statutes pertaining to health, safety, and the environment. Both parties recognize that it will be the University's responsibility to provide all bargaining unit members the necessary training, equipment, and written procedures necessary to conduct their job in a safe and healthful manner. Both parties also recognize that it will be the bargaining unit member's responsibility to follow University health and safety policies which may include the wearing of personal protective equipment and the mandatory attendance of training seminars. It is understood that all mandatory training will be offered in accordance with the Training Leave provision of Sub Article 19 E.1. It is further recognized that any violation of University safety policies by bargaining unit members may result in disciplinary action by the University.

29.2: In order to assure the Union an opportunity to provide input on matters related to safety, the President of the Union shall designate one (1) bargaining unit member to serve on the University Safety Committee each year.

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

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

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

29.6: Contingent upon approval by the Director of Environmental and Occupational Health and Safety, every month each sworn officer shall be entitled to use the Beeghly Firing Range for no more than one (1) hour; an employee who uses this facility shall remain in active pay status and on standby status. Police officers who are off duty and who use the firing range, as provided in

this article shall not be in active pay status. Access to the Beeghly Firing Range will be limited to authorized personnel designated by the Chief of the YSU Police Department during periods when the range is reserved for YSU officers.

**ARTICLE 30
INSTRUCTIONAL FEE REMISSION**

30.1: Children and spouses of bargaining unit members shall be granted remission for instructional fees at YSU, including out-of-state instructional fees where applicable. "Children" are the biological, legally adopted or step-children of a bargaining unit employee. Children shall be eligible for remission to the end of the academic year of age twenty-five (25). Bargaining unit members must provide any information requested by the University such as copies of marriage licenses, birth certificates and certificates of adoption to assist the University in determining that the child or spouse is eligible for tuition remission. Bargaining unit members must also properly complete the University's application/affidavit in order to receive tuition remission. Bargaining unit members shall receive remission of instructional and general fees at YSU, including out-of-state fees where applicable, for up to eighteen (18) semester hours per academic year and six (6) semester hours each summer term. Remission of the general fee shall be granted to members of the bargaining unit only. Bargaining unit members who retire during the term of this Agreement shall continue to be eligible for the fee remission described above, and their dependents (children and spouse) shall continue to be eligible for fee remission for dependents, as described above, to include remission of instructional fees. The dependents (children and spouse) of any bargaining unit member who dies during the term of this Agreement shall continue to be eligible for fee remission as described above, to include remission of instructional and general fees, until dependent children reach the end of the academic year of age twenty-five (25) and as long as the surviving spouse remains unmarried. Effective Fall Semester 2022, retirees, employees, spouses and dependent children shall pay for twenty percent (20%) of the cost of online instruction provided by the University in partnership with Academic Partnerships or any successor.

30.2: On a case-by-case basis, the University will consider requests by bargaining unit members to attend classes at YSU during normal work hours, which may include the employee's use of compensatory time, vacation or the opportunity to work either before or after their normal work shift to compensate for the time spent in class.

**ARTICLE 31
PROBATION AND PROMOTION**

31.1: Probationary Periods: Each employee appointed to a position in the bargaining unit shall serve a probationary period. For University Police Officer 1 and University Police Sergeant, the probationary period shall be twelve months excluding periods of sick leave of twenty (20) sick leave days or longer, or leave without pay of more than one (1) week. For University Dispatcher, the probationary period shall be twelve months in addition to the time in training for the certification by the Ohio Peace Officers Training Council. Each probationary employee shall be evaluated in accordance with the provisions of Article 15 ("Evaluations"). If the performance of a probationary employee is deemed unsatisfactory, their employment at the University or in the YSU Police Department may be terminated with two (2) weeks' notice during the probationary period. In lieu of the two-week notice, the University may pay the individual for eighty (80) hours at his/her hourly rate of pay. A probationary employee who is separated from employment will be given

a written statement of reasons for their separation. Separation of a probationary employee may not be advanced to arbitration under the provisions of Article 6 ("Grievance Procedure"). Members of the bargaining unit who are promoted from one classification to another within the bargaining unit shall serve a six-month probationary period; if their performance is deemed unsatisfactory in the position to which they have been promoted, they will be reinstated to the position from which they were promoted, rather than being separated.

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

31.3: When the University decides to fill a vacant Sergeant position or a new Sergeant position is created, the position shall be filled by a competitive examination and an Assessment Center process from the University police officers who are qualified. Prior to the close of applications, for any examination administered, those qualified must have a minimum of four years of service as a regular full-time University police officer.

- A. The examination shall be administered by a vendor chosen by the University. An assessment panel chosen by the University will assess the candidates and report its findings to Human Resources (Executive Director HR Operations or successor title).
- B. The notice of promotional examination shall be announced fourteen (14) calendar days prior to an announcement on the University applicant tracking system. The announcement shall be made by a member of the Human Resources staff via an email message to all union associates. A copy of the announcement shall be posted on the FOP bulletin board. The promotional opportunity shall be announced on the University applicant tracking system and will include: the position title; duties; minimum qualifications; licenses or certifications; the announcement date and the date the position announcement closes. Only bargaining unit members who are qualified for the promotional opportunity and apply prior to the close of the position announcement shall be tested. A bargaining unit member requesting a testing accommodation must submit the request in writing to the Human Resources Benefits Manager at least fourteen days prior to scheduled testing. Bargaining unit members may be required to provide additional information to support their request.
- C. Within fourteen (14) days following the close of the promotional opportunity on the applicant tracking system, a list of all promotional examination resources materials shall be made available to qualified bargaining unit members. The University will assure that the required materials are available from vendors. The cost of any such materials will be borne by the applicant.

- D. Applicants shall have a minimum of ninety (90) days to prepare for the promotional testing. All testing shall be administered on campus.
 - E. The promotional materials shall consist of not more than five research books or materials related to specific subjects. The YSU Police manual shall be included as one of the five books or research materials.
 - F. All bargaining unit members shall be notified of their individual test results within forty-eight (48) hours of the scoring. All bargaining unit members shall be provided with the scores of all tested police officers in numerical order. No employee shall be identified by name except on their individual test score.
 - G. The following preferences shall be added to a candidate's test score:
 - 1. **Military:** Military veterans with an honorable discharge (DD-214 or DD-256) shall receive a ten (10) point preference added to their test score.
 - 2. **Educational:** Candidates shall receive either a five (5) point preference added to their test score for an associate degree in Criminal Justice or a related field or a ten (10) point preference added to their score for a bachelor's degree in Criminal Justice or a related field. There shall be no pyramiding of this preference.
 - 3. **Longevity:** Candidates shall receive a one (1) point preference added to his or her test score for each year of service as a bargaining unit employee beyond five (5) years.
- The maximum aggregate amount of all preference points shall not exceed fifteen (15) points.
- H. Applicants must score a minimum of seventy percent (70%) on the written test, exclusive of any preference points, to advance for assessment.
 - I. The Assessment Center team will consist of persons who are not YSU employees and from the Ohio Chiefs of Police Association or similar organization. Assessment Center team members must have experience in law enforcement supervision in a leadership role of lieutenant or above. FOP shall be permitted to have an observer attend Assessment Center team meetings, provided that the FOP identifies the observer no later than thirty (30) before the Assessment Center team's first meeting.
 - J. The written test score plus any preference points shall count for forty percent (40%) of the candidate's total score, while the Assessment Center team evaluation shall count for sixty percent (60%) of the total score.
 - K. An Eligibility List expires two years after the examination has been scored.

**APPENDIX A
GRIEVANCE FORM**

Grievance # _____

Date Filed _____

Filed Through F.O.P.
Grievance Committee

Filed Independently
of F.O.P.

Name of Grievant: _____

Home Address: _____

Date Cause of Grievance Occurred: _____

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

Section of Agreement Alleged to Have Been Violated:

Remedy Sought:

Grievant's Signature Date

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

APPENDIX B: YSU EVALUATION OF FOP BARGAINING UNIT MEMBER

PERFORMANCE STANDARDS FOR DISPATCHERS: Dispatchers in the FOP bargaining unit shall be evaluated according to the following Categories:

1. Knowledge of law enforcement laws and procedures
2. Knowledge of communication procedures (*i.e.*, radio, telephone, LEADS, Kidde Card, etc.)
3. Preparation of reports (*i.e.*, written reports, communications, logs, etc.)
4. Appearance
5. Attitude/Personality
6. Dependability
7. Initiative
8. Cooperation with Supervisor
9. Judgment
10. Public Relations

Dispatchers in the FOP bargaining unit shall be evaluated on the following rating scale for each category:

- 0. = Poor
- 1. = Needs Improvement
- 2. = Adequate
- 3. = Average
- 4. = Good
- 5. = Very Good
- 6. = Excellent

Dispatchers in the FOP bargaining unit shall be evaluated on the following overall rating scale:

- 0-8 points: Poor
- 9-16 points: Needs Improvement
- 17-24 points: Adequate
- 25-33 points: Average
- 34-42 points: Good
- 43-51 points: Very Good
- 52-60 points: Excellent

PERFORMANCE STANDARDS FOR POLICE OFFICERS: Police Officers in the FOP bargaining unit shall be evaluated according to the following Categories:

1. (A) Firearms Proficiency
(B) Certification by the Ohio Peace Officers Council
2. Knowledge of law enforcement laws and procedures
3. Knowledge of communication procedures (*i.e.*, radio, telephone, LEADS, Kidde Card, etc.)
4. Preparation of Reports (*i.e.*, written reports, communications, logs, etc.)
5. Appearance

6. Attitude/Personality
7. Dependability
8. Initiative
9. Cooperation with Supervisor
10. Judgment
11. Public Relations

Police Officers in the FOP bargaining unit shall be evaluated on the following rating scale for each category (excluding Firearms Proficiency and Certification of Ohio Peace Officers Council, which are rated as Pass/Fail and Yes/No, respectively):

0. = Poor
1. = Needs Improvement
2. = Adequate
3. = Average
4. = Good
5. = Very Good
6. = Excellent

Police Officers in the FOP bargaining unit shall be evaluated on the following overall rating scale:

- | | |
|---------------|-------------------|
| 0-8 points: | Poor |
| 9-16 points: | Needs Improvement |
| 17-24 points: | Adequate |
| 25-33 points: | Average |
| 34-42 points: | Good |
| 43-51 points: | Very Good |
| 52-60 points: | Excellent |

COMMENTS AND FINAL ACTION: The evaluation shall also include comments by the Evaluator, the Chief of Police, and the bargaining unit member and action by Human Resources

FORMAT: The University reserves the right to change the format and the medium to display, use and store the evaluation.

DISPOSITION: A copy of the evaluation is electronically stored and available to the staff member at the time of completion for review and acknowledgement.

APPENDIX C
STANDARDS OF PROFICIENCY

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

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

A. General Provisions:

1. All officers will be considered in active pay status during qualifications.
2. Firearms qualifications will be conducted at least once annually.
3. At the range, each officer's weapon(s) will be inspected by the range officer before being fired by the officer.
4. The bullet load for qualifications will be the same that is carried for duty.
5. An officer may use speed loaders/speed strips or magazines to reload their weapon during qualifications.
6. Each officer's target will be scored at the range in the presence of the officer. Also, a copy of the score sheet will be provided to the officer within seven (7) days.
7. An officer who has secured the approval of the YSU Chief of Police to carry an alternate "plain clothes weapon" in accordance with the provisions of Section 22.1 of the Agreement shall be given two (2) opportunities annually to qualify with the "plain clothes weapon." (If the weapon is a 5-shot weapon, appropriate adjustments will be made in the Qualification Requirements specified in Section C.) If an officer fails to qualify with the "plain clothes weapon," it will cease to be approved for use under the provisions of Section 22.1.
8. At the range for qualification firing, each officer will use their duty rounds as part of the ammunition required for qualification firing. Following qualification firing, they will be issued new rounds of duty ammunition for their weapon. Including duty ammunition for up two (2) speed loaders, speed strips or magazines.
9. If an officer fails to qualify with their duty weapon, they will be given two (2) hours of instruction and be given a second opportunity to fire for qualification within fourteen (14) days following the first test for qualification. If the officer fails to qualify the second time, they will receive an additional two (2) hours of instruction, and will be given a third opportunity to fire for qualification within fourteen (14) days on duty following their second firing for qualification.

B. Training:

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

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

**APPENDIX D
CONFIDENTIAL
SCREENING EXAMINATION FORM**

TO THE PHYSICIAN:

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

NAME _____ DATE _____

AGE _____ SEX _____ HEIGHT _____ WEIGHT _____

TOTAL CHOLESTEROL _____ HDL _____ LDL _____

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

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

MODE OF TESTING _____ DATE OF TEST _____

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

RESTING HEART RATE _____ MAXIMUM HEART RATE ATTAINED _____

RESTING BLOOD PRESSURE _____ MAXIMUM BLOOD PRESSURE _____

RESTING AND EXERCISE ELECTROCARDIOGRAM INTERPRETATION
(Please attach copy)

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

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

Date _____ Signature _____

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

**APPENDIX E:
INSURANCE BENEFITS**

Definitions:

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

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

Effective July 1, 2021 and ending June 30, 2022:

Medical = Expected Claims Liability + (Expected Claims Liability x 3-3/4%) + Fixed Costs.

Rx = Expected Claims Liability + (Expected Claims Liability x 3-3/4%) + Fixed Costs

Dental = Fully insured rate as set forth by the dental insurance carrier

Vision = Fully insured rate as set forth by the vision insurance carrier

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

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

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

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

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

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

Fixed Costs = Administrative Costs + Stop Loss Premiums

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

Effective with the proposed Plan changes, and future

Reserve

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

HCAC Target Reserve Policy

I. Components of the Target Reserve:

- a. **IBNR Reserves** - represent the funds necessary to cover claims Incurred But Not Reported. For purposes of this contract, IBNR Reserves = 2.5 months of Expected Claims for medical, prescription drug, dental and vision claims. These are claims for which members have received services but the claims have not been paid or billed to the University; and
- b. **Margin** - represents the difference between the Maximum Claim Liability (applies to medical only) and Expected Claims Liability set by the University's consultant. This amount is calculated by multiplying Expected Claims Liability by 125%.

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

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

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



- a. A three-year projection of the Targeted Reserves should be used to effectively plan and adjust accounts through premium increase or decreases;
- b. Should the reserve balance exceed 45% of the average of the annual actual cost, the Health Care Advisory Committee shall consider options, including premium holidays, and make recommendations intended to reduce the reserve balance. The average of the annual actual cost is defined to be the three-year average of the annual actual cost required to operate the health care plan for the previous three fiscal years. The annual actual costs for a particular fiscal year includes claims or premium costs including stop loss insurance, administrative expenses incurred from vendors and consultants, wellness expenditures, all legally required fees and taxes associated with the health care plan, and other expenses that may be required to effectively operate the health care plans.
- c. Should the reserve balance fall below 25% of the projected annual costs, the Health Care Advisory Committee may consider options and make recommendations intended to raise the reserve balance.

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

EMPLOYEE CONTRIBUTIONS

Effective July 1, 2021, all employees shall contribute fifteen (15) percent of the fully insured equivalent rate for their subscriber selection. Payment shall be deducted in equal amounts for each eligible employee's bi-weekly paychecks.

INSURANCE BENEFITS

 Youngstown State University Plan Year beginning July 1, 2021 PPO 90/10 In-Network Plan 70/30 Out-of-Network Plan			
Benefits	Network	Non-Network	
Benefit Period	January 1 st through December 31 st		
Dependent Age	Up to Age 26 Removal upon End of Month		
Older Age Child	Ages 26 - 28 Removal upon End of Month (cost of coverage at the employee's expense)		
Pre-Existing Condition Waiting Period	Not Applicable		
Blood Pint Deductible	0 pints		
Overall Annual Benefit Period Maximum	Unlimited		
3 month Deductible Carryover	Not Covered		
Benefit Period Deductible – Single/Family ¹	\$250/\$500	\$425/\$950	
Coinsurance	90%	70%	
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$925/\$1,725	\$2,000/\$4,000	
Total Medical Out-of-Pocket Maximums – (Including Deductible) -Single/Family	\$1,175/\$2,225	\$2,425/\$4,950	
-Maximum Out-of-Pocket (MOOP) ⁵			
Including deductible, Coinsurance Out-of-Pocket Maximums and Copays) Single/Family	\$6,600 / \$13,200	Does not apply	
Physician/Office Services			

Office Visit (Illness/Injury) ^{2,5}	\$15 copay, then 100%	70% after deductible
Urgent Care Office Visit ^{2,5}	\$15 copay, then 100%	70% after deductible
Advanced Practicing Nurse/Office Visit ^{2,5}	\$10 copay, then 100%	70% after deductible

All Immunizations – Medically Necessary	90% after deductible	70% after deductible
Administration of H1N1	100%	
Preventive Services		
Preventive Services, in accordance with state and federal law ²	100%	70% after deductible
Routine Physical Exams (Age 21 and over)	100%	70% after deductible
Well Child Care Services including Exams, Well Child Care Immunizations and Laboratory Tests (To age 21)	100%	70% after deductible
Routine X-rays, Labs and Medical Tests	100%	70% after deductible
Routine Colonoscopy	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine PSA Test	100%	70% after deductible
Routine Vision Exam (One per benefit period)	100%	70% after deductible
Routine Hearing Exam (One per benefit period)	100%	70% after deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical Therapy & Occupational Therapy - Facility and Professional	90% after deductible	70% after deductible

(40 visits combined per benefit period)		
Chiropractic Therapy – Professional Only (12 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room ^{4,5}	\$75 copay, then 100%	
Non-Emergency use of an Emergency Room	90% after deductible	70% after deductible
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity Services	90% after deductible	70% after deductible
Skilled Nursing Facility	90% after deductible	70% after deductible
Human Organ Transplants	90% after deductible	70% after deductible
Additional Services		
Allergy Testing	90% after deductible	70% after deductible
Allergy Treatments	90% after deductible	70% after deductible
Ambulance Services includes Air	90% after deductible	70% after deductible
Durable Medical Equipment / Medical Supplies	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice Services	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Weight Loss Services (including complications from weight loss surgical services)	90% after deductible	70% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance		

Abuse Services		Benefits paid are based on corresponding medical benefits		
Outpatient Mental Health and Substance Abuse Services				
Prescription Drug		A Network Provider (You will pay the least)	A Non-Network Provider (You will pay the most	
	Generic copay - home delivery Tier 1	\$10	Does Not apply	Covers up to a 90-day supply.
	Preferred brand copay – retail Tier 2	25% to maximum of \$30	Does not apply	Covers up to a 30-day supply.
	Preferred brand copay – home delivery Tier 2	25% to a maximum of \$60	Does not apply	Covers up to a 90-day supply.
	Non-Preferred brand copay – retail Tiers 3	25% to a maximum of \$70	Does not apply	Covers up to a 30-day supply.
	Non-Preferred brand copay – home delivery Tier #	25% to a maximum of \$175	Does not apply	Covers up to a 90-day supply.
	<u>Specialty Drugs</u>	Applicable drug tiers copay applies	Does not apply	Covers up to a 30-day supply.

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

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

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

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

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

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

In certain instances, Medical Mutual's payment may not equal the percentage

listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.



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

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.

 Youngstown State University Plan Year beginning July 1, 2022 PPO 85/15 In-Network Plan 60/40 Out-of-Network Plan			
Benefits	Network	Non-Network	
Benefit Period	January 1st through December 31 ¹		
Dependent Age	Up to Age 26 Removal upon End of Month		
Older Age Child	Ages 26 - 28 Removal upon End of Month (cost of coverage at the employee's expense)		
Pre-Existing Condition Waiting Period	Not Applicable		
Blood Pint Deductible	0 pints		
Overall Annual Benefit Period Maximum	Unlimited		
3 month Deductible Carryover	Not Covered		
Benefit Period Deductible – Single/Family	\$350/\$700	\$1,600/\$3,200	
Coinsurance	85%	60%	
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,000/\$2,000	Eliminated	
Total Medical Out-of-Pocket Maximums – (Including Deductible) -Single/Family	\$1,350/\$2,700	Does not apply	
-Maximum Out-of-Pocket (MOOP) ⁵ Including deductible, Coinsurance Out-of-Pocket Maximums and Copays) Single/Family	\$6,600 / \$13,200	\$8,600/\$16,000	
Physician/Office Services			

Office Visit (Illness/Injury) ^{2,5}	\$20 copay, then 100%	60% after deductible
Urgent Care Office Visit ^{2,5}	\$20 copay, then 100%	60% after deductible
Advanced Practicing Nurse/Office Visit ^{2,5}	\$15 copay, then 100%	60% after deductible
All Immunizations – Medically Necessary	85% after deductible	60% after deductible
Administration of H1N1		100%
Preventive Services		
Preventive Services, in accordance with state and federal law ³	100%	60% after deductible
Routine Physical Exams (Age 21 and over)	100%	60% after deductible
Well Child Care Services including Exams, Well Child Care Immunizations and Laboratory Tests (To age 21)	100%	60% after deductible
Routine X-rays, Labs and Medical Tests	100%	60% after deductible
Routine Colonoscopy	100%	60% after deductible
Routine Mammogram (One per benefit period)	100%	60% after deductible
Routine Pap Test (One per benefit period)	100%	60% after deductible
Routine PSA Test	100%	60% after deductible
Routine Vision Exam (One per benefit period)	100%	60% after deductible
Routine Hearing Exam (One per benefit period)	100%	60% after deductible
Outpatient Services		
Surgical Services	85% after deductible	70% after deductible
Diagnostic Services	85% after deductible	70% after deductible
Physical Therapy & Occupational Therapy - Facility and Professional (40 visits combined per benefit period)	85% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	85% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	85% after deductible	70% after deductible
Cardiac Rehabilitation	85% after deductible	70% after deductible
Emergency use of an Emergency Room ^{4,5}	\$200 copay, then 100%; waived if admitted	
Non-Emergency use of an Emergency Room	85% after deductible	70% after deductible
Inpatient Facility		
Semi-Private Room and Board	85% after deductible	60% after deductible
Maternity Services	85% after deductible	60% after deductible
Skilled Nursing Facility	85% after deductible	60% after deductible
Human Organ Transplants	85% after deductible	60% after deductible
Additional Services		

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

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

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

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

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

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

	A Network Provider (You will pay the least)	A Non-Network Provider (You will pay the most)	
Generic Copay – retail Tier 1	20% up to a maximum of \$5	Does not apply	Covers up to a 30-day supply
Generic copay - home delivery Tier 1	20% up to a maximum of \$15	Does Not apply	Covers up to a 90-day supply.
Preferred brand copay – retail Tier 2	25% to maximum of \$35	Does not apply	Covers up to a 30-day supply.
Preferred brand co-pay – home delivery Tier 2	25% to a maximum of \$70	Does not apply	Covers up to a 90-day supply.
Non-Preferred brand copay – retail Tiers 3	25% to a maximum of \$75	Does not apply	Covers up to a 30-day supply.

Non-Preferred brand copay – home delivery Tier #	25% to a maximum of \$180	Does not apply	Covers up to a 90-day supply.
Specialty Drugs	Applicable drug tiers copay applies	Does not apply	Covers up to a 30-day supply.

Definitions:

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

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

Effective July 1, 2022 and ending June 30, 2024:

$$\text{Medical} = \text{Expected Claims Liability} + (\text{Expected Claims Liability} \times 3\text{-}3/4\%) + \text{Fixed Costs.}$$

$$\text{Rx} = \text{Expected Claims Liability} + (\text{Expected Claims Liability} \times 3\text{-}3/4\%) + \text{Fixed Costs}$$

$$\text{Dental} = \text{Fully insured rate as set forth by the dental insurance carrier}$$

$$\text{Vision} = \text{Fully insured rate as set forth by the vision insurance carrier}$$

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

$$\text{Dental} = \text{Expected Claims Liability} + (\text{Expected Claims Liability} \times 3.75\%) + \text{Fixed Costs}$$

$$\text{Vision} = \text{Expected Claims Liability} + (\text{Expected Claims Liability} \times 3.75\%) + \text{Fixed Costs}$$

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

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

$$\text{Actual Costs} = \text{Paid Claims} + \text{Fixed Costs} - \text{Prescription Drug Rebates}$$

$$\text{Fixed Costs} = \text{Administrative Costs} + \text{Stop Loss Premiums}$$

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

Effective with the proposed Plan changes, and future

Reserve

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

HCAC Target Reserve Policy

- VI. Components of the Target Reserve:
- a. **IBNR Reserves** - represent the funds necessary to cover claims Incurred But Not Reported. For purposes of this contract, IBNR Reserves = 2.5 months of Expected Claims for medical, prescription drug, dental and vision claims. These are claims for which members have received services but the claims have not been paid or billed to the University; and
- VII. Targeted Reserves should be expressed as a range from Optimistic, Intermediate to Pessimistic to reflect the potential for variance.
- VIII. Funding of the Reserve should target the Intermediate Targeted Reserve Level of 35% of projected annual costs.
- IX. This Reserve Policy should be integrated in the annual Funding Level Calculations:
- b. A three-year projection of the Targeted Reserves should be used to effectively plan and adjust accounts through premium increase or decreases;
 - c. Should the reserve balance exceed 45% of the average of the annual actual cost, the Health Care Advisory Committee shall consider options, including premium holidays, and make recommendations intended to reduce the reserve balance. The average of the annual actual cost is defined to be the three-year average of the annual actual cost required to operate the health care plan for the previous three fiscal years. The annual actual costs for a particular fiscal year includes claims or premium costs including stop loss insurance, administrative expenses incurred from vendors and consultants, wellness expenditures, all legally required fees and taxes associated with the health care plan, and other expenses that may be required to effectively operate the health care plans.
 - d. Should the reserve balance fall below 25% of the projected annual costs, the Health Care advisory Committee may consider options and make recommendations intended to raise the reserve balance.
- X. An actuarial consultant will confirm annually that the reserve policy is properly aligned with the stop loss coverage and to identify risks associated with the coordinated policies.

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

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

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

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

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

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

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

**APPENDIX F
URINALYSIS PROCEDURES**

- A. Whenever the University determines there is a need to have a reasonable suspicion drug test conducted on an employee, the employee will be notified of the test requirement just prior to being transported without delay to the medical facility or laboratory that will collect the urine sample. The following will be screened by the test: marijuana, cocaine, PCP, amphetamines, opiates, MDMA (ecstasy), heroin, barbiturates, benzodiazepines, methadone, propoxyphene, oxycodone and Vicodin. The employee will be accompanied by an officer of the YSU Police Department. Whenever an employee is selected for a random drug test they will be permitted to transport them to the medical facility or laboratory.
- B. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. Specimen collection will occur in a medical setting, and the procedures should not demean, embarrass or cause physical discomfort to the employee.
- C. The employee will be provided a sealed specimen container. Within the container used for the collection will be two containers used for the transport of the specimen.
- D. The containers will be new and free of contaminants.
- E. The employee will deposit a minimum volume of urine (at least 45cc's) in a specimen cup. This will then be divided and placed in the two containers by a representative of the collection site. An employee who is unable to provide an adequate sample initially will remain under observation until able to do so.
- F. A tamper proof seal will be used on the containers.
- G. The containers will be labeled in front of the employee.
- H. Each step in the collection and processing of the urine sample shall be documented to establish procedural integrity, and the chain of evidence.
- I. Banner numbers will be used as a donor identifying number. This number will be utilized to identify the sample throughout the collection and testing phases of the urine screening. The purpose of the donor identifying number is to protect the identity of the donor providing the sample. Laboratory testing personnel will only have access to the identifying number and not the individual's name.
- J. The officer accompanying the employee will be assigned by the Chief of the YSU Police Department or their designee.
- K. Positive drug screen results will be submitted to the Medical Review Officer (MRO) for prescription verification. The employee will be notified as soon as possible once results are

received. The employee will be given the opportunity to provide information regarding current medications and the pharmacy in which the prescriptions were filled or the facility in which the medication was given. The information provided will then be verified and the MRO will determine if the drug screen results will be considered positive or negative. The University will be notified of the findings following the investigation. If the drug screen is considered negative, the employer copy of the chain of custody will be marked as negative and signed by the MRO.

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

APPENDIX G
Overtime Aggregate Roster Procedures

1. The aggregate overtime roster will rank bargaining unit members from least total amount of overtime offered to the most amount of overtime offered. The available bargaining unit member with the lowest total amount of overtime offered will be offered overtime opportunities first followed by the available bargaining unit member with the second lowest total and so on.
2. If multiple bargaining unit members have the same total number of overtime hours offered, then those members will be ranked by seniority.
3. Bargaining unit members who work overtime will be charged on the aggregate overtime roster for the actual time worked.
4. Bargaining unit members who refuse an overtime opportunity shall be charged on the aggregate overtime roster with the actual hours worked by the bargaining unit member who accepted the overtime opportunity.
5. Bargaining unit members are considered unavailable/will not be offered the overtime opportunity if the scheduled hours of the overtime opportunity fall within a time when they are already on duty, in court, working another overtime detail, etc.
6. Bargaining unit members who are on approved sick or FMLA leave will be considered unavailable/will not be offered overtime opportunities until they return to work.
7. Bargaining unit members who are on approved leaves that do not include sick or FMLA will only be unavailable/not be offered overtime opportunities for the actual hours they are on that approved leave.
8. If a bargaining unit member is offered multiple overtime opportunities whose times overlap and the bargaining unit member refuses them all, the bargaining unit member will only be charged on the aggregate overtime roster for the overtime opportunity totaling the least hours.
9. If all available bargaining unit members refuse an overtime opportunity offered and it goes unfilled, then all bargaining unit members who refused the overtime opportunity will be charged on the aggregate overtime roster for the total amount from the start time for the bargaining unit member for the event to the scheduled end of the event.
10. If the overtime callout begins within two (2) hours of the start time of the detail, the bargaining unit members who refuse the opportunity will not be charged for the refusal on the overtime aggregate roster.
11. Holiday pay is not considered overtime and will not be charged to a bargaining unit member's aggregate overtime roster total. If a bargaining unit member works/refuses

overtime on a holiday separate from the shift they received holiday pay for they will be charged on the aggregate overtime roster appropriately.

12. Overtime accrued from appearances in court on behalf of the department and training (this includes acting as an officer or dispatcher mentor/trainer, attending training as assigned by the university, and instructing training for other bargaining unit members as assigned by the university) will not be charged to the bargaining unit member's aggregate overtime roster total.
13. If a bargaining unit member accepts an overtime opportunity and then refuses it within 36 hours of that bargaining unit member's scheduled start time of the overtime opportunity, then they shall be charged on the aggregate overtime roster one and one half (1.5) times the actual number of hours worked by the bargaining unit member who accepted the overtime opportunity. If no bargaining unit member accepts the detail and it goes unfilled, then the bargaining unit member will be charged on the aggregate overtime roster one half (1.5) times the total amount of hours from the start time for the bargaining unit member for the event to the scheduled end of the event.
14. The aggregate overtime roster will be completed by the FOP/OLC Associate or the FOP/OLC Alternate. A completed copy of the previous week's overtime aggregate roster will be posted in the Police Dept. Roll Call Room. A current week's overtime aggregate roster will be posted in dispatch.
15. Upon hiring of a new bargaining unit member, they will be credited with the average number of hours taken from the current hours totals of all bargaining unit members in the same classification on the aggregate overtime roster.

SIGNATURE PAGE

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

**FOR THE FRATERNAL ORDER
OF POLICE:**

Otto J. Holm, Jr.
F.O.P. Representative

**FOR YOUNGSTOWN STATE
UNIVERSITY:**

James Tressel
President

Atty. Kevin M. Kralj
Chief Negotiator, Director Labor and
Employee Relations

PREAMBLE

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

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

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

ARTICLE 1 AGREEMENT AND RECOGNITION

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

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

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

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

ARTICLE 2 SCOPE OF UNIT

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

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

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

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

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

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

2.7: Detailed descriptions of duties for each member of the bargaining unit appear on individual position descriptions maintained in the Office of Human Resources official personnel files. The University may ~~alter~~ modify employees' position descriptions in compliance with Sections 2.2 to 2.4. A bargaining unit member whose position description is changed will receive a copy of the new modified description, at the same time it is placed in his/her personnel file concurrent with final modifications. Position descriptions are available electronically.

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

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

**ARTICLE 3
TERM OF AGREEMENT**

3.1: This Agreement shall, following ratification by the parties, become effective at 12:01 a.m. on July 1, 2021~~8~~ and shall remain in effect through 11:59 p.m. on June 30, 2024~~4~~.

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

**ARTICLE 4
PAY**

4.1 Wages Increases and Wage Schedules

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

- 1.5%, retroactive to the start of first full pay period after ~~on~~ July 1, 2021~~8~~,
- 2.0%, effective at the start of the first full pay period after July~~May~~ 1, 2022~~19~~, and
- 2.0%, effective at the start of the first full pay period after July~~May~~ 1, 2023~~0~~.

~~In addition, as detailed below, the wages for the University Sergeant classification will be calculated based on step 98 for the University Police Officer 2 classification. The hourly rate will be 11% higher than the hourly rate for step 8. The wage increases will occur retroactive to the start of the first full pay period after on July 1, 2021~~8~~, and effective at the start of the first full pay periods after July~~May~~ 1, 2022~~19~~, and July~~May~~ 1, 2023~~0~~.~~

4.1.1 University Dispatcher Pay

The parties agree to the salary schedule set forth below for the University Dispatcher classification, ~~formerly known as University Dispatcher 2:~~

Effective July 1, 2018~~21~~ through ~~April~~June 30, 2019~~22~~.

Step	1	2	3	4	5	6	7	87
Hourly Rate	\$20.30	\$20.82	\$21.35	\$22.01	\$22.71	\$23.46	24.74	\$24.61 25.49
	20.60	21.13	21.67	22.34	23.05	23.81		

Effective ~~May~~July 1, 2019~~22~~ through ~~June~~April 30, 2020~~3~~.

Step	1	2	3	4	5	6	7	87
Hourly Rate	\$20.30	\$20.82	\$21.35	\$22.01	\$22.71	\$23.46	25.23	\$24.86 26.00
	21.02	21.55	22.10	22.79	23.51	24.29		

Effective ~~July~~May 1, 2020~~3~~ through June 30, 2024~~4~~.

Step	1	2	3	4	5	6	7	87
Hourly Rate	\$20.30	\$20.82	\$21.35	\$22.01	\$22.71	\$23.46	25.73	\$25.11 26.52
	21.44	21.99	22.55	23.24	23.98	24.77		

4.1.2 University Police Officer 1 Pay

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

Effective July 1, 2021~~18~~ through ~~June~~April 30, 2019~~22~~.

Step	1	2	3	4	5	6	7	8	98
Hourly Rate	\$19.62	\$20.29	\$20.96	\$21.64	\$22.36	\$23.11	\$23.92	25.13	\$25.01
	19.91	20.59	21.27	21.96	22.70	23.46	24.28		25.89

Effective ~~July~~May 1, 2019~~22~~ through ~~June~~April 30, 2020~~3~~.

Step	1	2	3	4	5	6	7	8	98
Hourly Rate	\$19.62	\$20.29	\$20.96	\$21.64	\$22.36	\$23.11	\$23.92	25.63	\$25.26
	20.31	21.01	21.70	22.40	23.15	23.93	24.76		26.41

Effective ~~July~~May 1, 2020~~3~~ through June 30, 2024~~4~~.

Step	1	2	3	4	5	6	7	8	98
Hourly Rate	\$19.62	\$20.29	\$20.96	\$21.64	\$22.36	\$23.11	\$23.92	26.15	\$25.51
	20.72	21.43	22.13	22.85	23.61	24.40	25.26		26.94

4.1.3 University Police Officer 2 Pay

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

Effective July 1, 2018~~21~~ through ~~April~~June 30, 2019~~22~~.

Step	1	2	3	4	5	6	7	8	98
Hourly Rate	\$21.44	\$22.13	\$22.87	\$23.60	\$24.39	\$25.21	\$26.09	27.41	\$27.27
	21.73	22.46	23.21	23.95	24.76	25.59	26.48		28.24

Effective ~~July~~May 1, 2022~~19~~ through ~~June~~April 30, 2020~~3~~.

Step	1	2	3	4	5	6	7	8	98
Hourly Rate	\$21.44	\$22.13	\$22.87	\$23.60	\$24.39	\$25.21	\$26.09	27.95	\$27.54
	22.17	22.91	23.68	24.43	25.25	26.10	27.01		28.80

Effective ~~July~~May 1, 2023~~0~~ through June 30, 2024~~4~~.

Step	1	2	3	4	5	6	7	8	98
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Hourly Rate	\$21.41	\$22.13	\$22.87	\$23.60	\$24.39	\$25.24	\$26.09	<u>28.51</u>	\$27.82
	22.61	23.37	24.15	24.92	25.76	26.62	27.55		29.38

4.1.4 University Police Sergeant Pay

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

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

~~Effective~~Retroactive to the first full pay period after July 1, 2021~~18~~ and through June~~April~~ 30, 2022~~19~~, the Hourly Rate shall be \$31.34.

Effective at the start of the first full pay period after July~~May~~ 1, 2022~~19~~ and through June~~April~~ 30, 2023~~3~~, the Hourly Rate shall be \$31.97.

Effective at the start of the first full pay period after July~~May~~ 1, 2023~~20~~ and through June 30, 2024~~4~~, the Hourly Rate shall be \$32.61.

4.2 Steps

~~Effective July-May 1, 202219, bargaining unit employees employed as of July 1, 20218, who have not completed the wage step schedule for their classification shall be moved up one step.~~

~~Effective JulMay 1, 20203, bargaining unit employees employed as of July 1, 202218, who have not completed the wage step schedule for their classification shall be moved up one step.~~

~~Effective July 1, 2018, all University Dispatchers employed as of July 1, 2018 will be moved to the top step of the July 1, 2018 to April 30, 2019 step schedule, i.e., \$24.61.~~

Retroactive to July 1, 2021, step movement for bargaining unit employees hired after July 1, 20218, will occur at the start of the first full pay period following on the anniversary of their hire dates. Employees who previously had their steps frozen will resume movement through the step schedule, but time spent frozen at a step will not be counted for placement on the step schedule. Effective upon ratification of this Agreement, bargaining unit employees who attained the top steps of the step schedules in Sections 4.1.1, 4.1.2 or 4.1.3 under the 2018-21 Agreement before ratification of this Agreement shall be placed at the top steps of the step schedules under this Agreement.

4.3 New Dispatchers will normally start at the first step of the Dispatcher pay range, and new Police Officers will normally start at the first step of the Police Officer 1 pay range; however, the University reserves the right to start a newly hired bargaining unit member at a higher step, based on the bargaining unit member's previous experience, education and/or qualifications. Each Police Officer 1 who successfully completes the probationary period shall at the time be advanced to the Police Officer 2 pay range and be placed at the lowest step in the Police Officer 2 pay range to

provide ~~them~~him/her with at least a nine percent (9%) increase in base rate of pay, ~~and shall thereafter remain frozen at that step for the duration of this agreement.~~ With the exception of University Police Sergeant, each member of the bargaining unit who is promoted to a higher classification within the bargaining unit shall be paid at the lowest step in the higher pay range which provides ~~them~~him/her at least a nine percent (9%) increase in base rate of pay.

4.4 Exemption From Bidding: ~~Prior to implementing the work schedule bid process provided annually in Section 13.3, the~~The University will may designate no more than two ~~one~~ bargaining unit members ~~as the Task Force Officer and one as the Administrative Officer, subject to the following exempted positions from the work schedule bid process, such as the Task Force Officer or Administrative Officer:~~

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

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

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

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

Each member of the bargaining unit who believes ~~he/she is~~they are entitled to an hourly pay increment under the provisions of this article shall provide the University with an official copy of ~~their/his/her~~ college or university transcript as a necessary precondition to receiving the stipulated pay increment. Correspondence courses, credit for life experience or professional experience, and

credit by examination shall not qualify for the Educational Increment. A bargaining unit member who qualifies for more than one of the two levels of Educational Increment shall be paid only for the highest level achieved. Those bargaining unit members who received an educational increment under the previous educational increment provision will continue to receive such increment.

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

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

- A. Employees whose work is interrupted by an emergency closing, and who are released from duties for the remainder of their shift, shall receive straight pay as though they had completed their scheduled hours.
- B. Employees who are scheduled to work, but who are directed by the University not to report to work due to an emergency closing, shall receive straight pay as though they had completed their scheduled hours.
- C. Employees who are working when an emergency closing occurs, and who are directed by the University to continue to work, shall receive straight pay for the hours before the effective time of the closing and overtime payment at the rate of one and one-half (1.5) times their normal rate for hours after the announcement of the closing in addition to their straight pay. In such cases, payroll entry will indicate regular hours and overtime hours.
- D. Employees who are scheduled to work after an emergency closing occurs, and who are directed by the University to report to work, will receive pay at one and one-half (1.5) times their normal rate for all hours worked during the closing in addition to their straight pay. In such cases, payroll entry will indicate regular hours and overtime hours.
- E. Employees who are not scheduled to work during a period of emergency closing, but who are directed by the University to report to work, will receive pay at two and one-half (2.5) times their normal rate for all hours worked.
- F. During the period of an emergency closing, the University will not require any employee to work who is on vacation or sick leave.
- G. If an employee is scheduled to work during an emergency closing, but is unable to reach the campus due to conditions which prompted the closing, then the employee

will be charged vacation leave or leave without pay for the period of ~~their~~ his/her scheduled shift prior to the official closing.

4.8 OPERS Salary Reduction Pick-Up: The University will continue to implement a "Salary Reduction Pick-Up" in accordance with applicable rulings of the Internal Revenue Service and the Ohio Attorney General. This means the University will for all members of the bargaining unit, reduce ~~the employee's~~ their salary by the amount of the employee contribution to OPERS and will contribute that amount to OPERS as an "employer contribution" in lieu of the "employee contribution." In the event the "Salary Reduction Pick-Up" is subsequently found to be contrary to law or applicable regulations, the University will cease the "Salary Reduction Pick-Up," ~~will cease the reduction of salary in accordance with the law or applicable regulations,~~ and will have no residual obligation to members of the bargaining unit concerning the impact of cessation of the "Pick-Up" upon any employee's income tax liabilities at the state or federal level. The "Salary Reduction Pick-Up" shall apply to all pay received by members of the bargaining unit, and shall be a condition of employment for all members of the bargaining unit.

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

ARTICLE 5 INSURANCE

5.1: Summary of Coverage:

A. Eligibility: All group insurance benefits provided in this Agreement and described in the health, dental, and life insurance ~~booklets~~ summary plan descriptions shall be available to the following eligible employees and their dependents except as expressly identified within this Agreement: all permanent full-time bargaining unit members. Dependents are spouses and dependent children to age 26.

B. Maintenance of Benefits/Open Enrollment: Except as provided in this article, the benefits under the University's group health plan shall remain equivalent to or better than those provided in the certificates that are in place in Appendix ~~E~~ 4 of this Agreement. Members of the bargaining unit will annually have the right to choose to enroll in the plan during the open enrollment period established by the University.

C. Working Spouse/Coordination of Benefits:

1. Working Spouse Coverage Obligations

- a. As a condition of eligibility for coverage under the University's group medical and ~~of~~ prescription drug plan(s) ("University Coverage"), if an employee's spouse is eligible for group medical and ~~of~~ prescription drug coverage sponsored, maintained and/or

provided by the spouse's current employer, former employer (for retirees), or business for self-employed individuals (other than sole proprietors) (collectively or individually, "Employer Coverage"), the spouse must enroll for at least single coverage in ~~his/her/their~~ Employer Coverage unless ~~he/she is/they are~~ entitled to Medicare.

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

- b. The requirement of subsection (a) does not apply to any spouse who works less than 25 hours per week AND is required to pay more than 50% of the single premium funding rate OR \$300 per month, whichever is greater, in order to participate in Employer Coverage.
 - c. An employee's spouse who fails to enroll in Employer Coverage, as outlined above, shall be ineligible for University Coverage.
 - d. Upon the spouse's enrollment in Employer Coverage, that coverage will become the primary plan and the University Coverage will become the secondary plan according to the primary plan's coordination of benefits and participation rules. Notwithstanding the foregoing, in the event the spouse is a Medicare beneficiary and (i) Medicare is secondary to the University Coverage, and (ii) Medicare is primary to the spouse's Employer Coverage, the University Coverage will be the primary coverage. The rules of O.R.C. §§ 3902.11 to 3902.14 shall govern the implementation and interpretation of these coordination of benefits rules.
2. **Employer Coverage.** ~~It is the employee's responsibility to advise the University's Human Resources Benefits Manager immediately (and not less than thirty calendar days after any change in eligibility) if the employee's spouse becomes eligible to participate in Employer Coverage. Upon becoming eligible, the employee's spouse must enroll in Employer Coverage unless he/she is/they are exempt from this requirement in accordance with the exemptions stated in this section.~~
- a. Every bargaining unit member whose spouse participates in the University's group medical and/or prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether ~~his/her/their~~ spouse is eligible for and enrolled in Employer Coverage. If any bargaining unit member fails to complete and submit the certification during the annual certification process, such bargaining unit member's spouse will be removed immediately from University Coverage. Any information not completed or provided on the certification form may be requested from the employee.
 - b. If a bargaining unit member submits false material information or fails to timely advise the ~~Plan via the Chief Human Resources Benefits Manager/Officer or his or~~

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

- c. The details of the working spouse limitations and coordination of benefits requirements are available ~~upon request from the Office of Human Resources Office website.~~
- d. For purposes of salary deduction toward premium cost sharing, ~~in families in which both spouses are employed by YSU, the higher paid employee shall bear the salary deduction. They shall~~ have the option either to be treated as only one employee, employee plus one, or family, or to select individual coverage and for each to pay the single salary share of the premium.
- e. If one spouse works for YSU and the other does not, ~~their~~ children remain on the YSU insurance. If both spouses work for the University, in the case of family coverage, the higher-paid employee pays for the employee plus one or family coverage.
- f. An employee may opt out of health insurance benefits (medical ~~and~~ prescription drug, dental and/or vision coverage), in accordance with ~~University policy the provisions of this article, upon written notice to the University.~~

D. Coverage Levels and Additional Features: The University will offer a plan with equal to or greater coverage as the Preferred Provider Organization SuperMed Plus-p Plan as detailed in Appendix E.4. The University ~~shall~~ may implement any other changes recommended by the Health Care Advisory Committee and approved in accordance with Section 5.68.

E. Booklets: Eligible employees shall be able to access information regarding coverages on-line via the vendor's website.

F. Health Care Budgets: The University shall establish separate accounts to monitor the healthcare budget and expenses. Regular financial statements prepared by the consultant shall be provided to the Health Care Advisory Committee.

G. Wellness Program: The University shall continue funding in a dedicated account for the Wellness Program. The Wellness Program shall be developed by, and oversight shall be provided by, the Health Care Advisory Committee. The program shall include incentives for employees to participate in the program. The University will maintain current funding of the Wellness Program during the term of this Agreement.

5.1a: Premium Sharing: Eligible bargaining unit members who choose to enroll in the University's health insurance plan will contribute the following percentages of the Fully Insured Equivalent or such other calculation as detailed in Appendix J or such lesser percentage that the University charges to any other employees, for medical, dental, vision and prescription drug benefits:

A. ~~Effective July 1, 2021 and continuing through June 30, 2022, All~~ employees shall contribute fifteen (15) percent of the fully insured equivalent rate for their subscriber selection. ~~Effective July 1, 2022, all bargaining unit members shall contribute eighteen (18) percent of the fully insured equivalent rate for their subscriber selection.~~

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

~~**5.1b: Office Visit Co-pay:** The University shall continue to maintain co-pays as identified in Appendix J for the duration of the Agreement.~~

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

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

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

~~**5.5: Prescription Coverage:** The University will maintain a prescription drug program detailed in Appendix J.~~

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

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

5.78: Health Care Advisory Committee (HCAC): The University and the Union support the establishment of the University Health Care Advisory Committee, as provided for in the Health Care Advisory Committee Policy and Guidelines. The HCAC shall recommend options that are mutually beneficial to employees and the University. The Union representatives to the HCAC shall consult their governing bodies prior to proceeding with any recommendations. Where a recommendation would alter the terms of the collective bargaining agreement a draft Memorandum of Understanding (MOU) will be presented to the chief negotiators of the Administration and the Union for proper processing.

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

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

- A. This provision shall not apply to any incident involving any gunshot, knife wound or vehicular assault or accident that is self-inflicted.
- B. Any injured bargaining unit member is subject to the physical examination provided for in Section ~~1920-B.8~~.
- C. Only one payment of six thousand dollars (\$6,000) will be paid for each incident.
- D. This benefit for effecting an arrest, severe beating, vehicular assault or vehicular accident shall apply only in cases in which the employee is hospitalized for forty-eight (48) hours or longer as a result of the incident.

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

5.104: Life Insurance — Retirees Conversion Policy: Bargaining unit members who retire with ten (10) or more years of University service are eligible for a convertible life insurance policy through the carrier as of the date of their retirement (rounded to the nearest multiple of \$1,000) to

a maximum of \$75,000. Such policy for a retiree will not include accidental death and dismemberment insurance.

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

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

5.134: COBRA Rights: If a bargaining unit employee terminates ~~their~~^{his/her} employment or separates from the University, the University will notify the employee of ~~their~~^{his/her} right to choose to continue ~~their~~^{his/her} healthcare plan under the federally mandated COBRA program.

~~5.15: Voluntary Long-Term Care Coverage: The University will provide a bargaining unit member an opportunity to enroll in Long-Term Care coverage through payroll deduction at the employee's expense. Vendors will be selected from the analysis done by the Health Care Advisory Committee.~~

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

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

ARTICLE 6 GRIEVANCE PROCEDURE

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

6.2: Procedure: A grievance is filed at Step 1 unless the parties agree that it is properly initiated at Step 2 or Step 3. A grievance is filed on the form which appears in Appendix ~~A~~^F to this Agreement, after the grievant secures a grievance number from the Chief Human Resources Officer or ~~their~~^{his/her} designee. A grievance must be filed within twenty (20) days of the event giving rise to the grievance, or within twenty (20) days after the grievant knew the facts which are the subject of ~~their~~^{his/her} grievance. All references to "days" in this Article are to calendar days. The time limits specified in this Article may be extended only by the mutual agreement of the

parties. If the grievant, or the union, fails to appeal a disposition of a grievance within the specified time limits, the grievance shall be considered settled on the basis of the last disposition by the University. If the University fails to reply within the specified time limit, the grievance shall automatically be advanced to the next level of the grievance and arbitration procedure.

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

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

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

6.6: Step 1: Within twenty (20) days following an occurrence the grievant believes to be a violation of this Agreement, the grievant may formally file a grievance by securing a grievance number from the Chief Human Resources Officer, or ~~their~~^{his/her} designee, by completing a Grievance Form, and by submitting the completed form to the Chief of the YSU Police, with a copy to the Chief Human Resources Officer, or ~~their~~^{his/her} designee. Within ten (10) days after receiving the grievance, the Chief of Police will hold a grievance hearing, and within ten (10) days following the hearing ~~they~~^{he/she} will complete a Grievance Disposition Form, distributing the original to the grievant and providing a copy to the F.O.P. Within ten (10) days following the receipt of the Chief of Police's Step 1 disposition, the grievant may appeal the disposition to Step 2 by completing and distributing a Grievance Disposition Reaction Form.

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

6.8: Step 3: Within ten (10) days following receipt of an appeal from Step 2, the Chief Human Resources Officer, or ~~their~~^{his/her} designee, shall either hold a grievance hearing or complete and

distribute a Grievance Disposition Form, in the latter case, providing the original to the grievant and a copy to the F.O.P. If the Chief Human Resources Officer, or designee, holds a grievance hearing, ~~they/he/she~~ shall complete and distribute a Grievance Disposition Form within ten (10) days following the hearing. A hearing is required if the grievance originates at Step 3.

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

6.10: Within ten (10) days after giving written notice that it supports the arbitration, the F.O.P. must request from the Federal Mediation and Conciliation Service a panel of seven (7) arbitrators whose primary addresses are within the State of Ohio and a 200-mile radius of Youngstown, Ohio. A copy of the union's request to FMCS must be sent simultaneously to the Chief Human Resources Officer. If the parties are unable to agree upon which of those seven (7) nominees shall serve as an arbitrator, then the arbitrator will be chosen by each party alternately striking names, beginning with the moving party, and the name remaining shall be the arbitrator. Each party shall have the option to completely reject one (1) panel of arbitrators provided by the FMCS and request another list. The hearing shall be conducted in accordance with the rules and regulations of the FMCS.

6.11: Arbitrability: The following matters are not arbitrable: the removal of a probationary employee, ~~alleged violations of Article 11 ("Non-Discrimination")~~; any matter subject to the jurisdiction of the Ohio State Personnel Board of Review, or the State Employment Relations Board, and any matter not directly relating to the meaning and application of the terms of this Agreement. If there is a question concerning arbitrability, either party may request that the arbitrator rule on the arbitrability of the grievance. If the arbitrator finds the grievance to be arbitrable, ~~he/she/they~~ shall proceed to hold a hearing on the merits of the grievance.

6.12: Arbitrator's Authority: The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

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

6.14: A bargaining unit member requested to appear at an arbitration hearing by either party shall attend. If this occurs during ~~their/his/her~~ regularly scheduled shift, ~~they/he/she~~ shall be paid at the regular rate. Any request for the attendance of witnesses shall be made in good faith, and at no time shall more than three (3) bargaining unit members be present on behalf of and/or at the request of the F.O.P. In the event the Union believes the presence of more than three (3) bargaining unit

members is necessary, it shall be discussed with the University at least two (2) weeks in advance of the arbitration hearing, and a decision will be made on a case by case basis.

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

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

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

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

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

7.2: Representatives of the University and the F.O.P. shall meet regularly at mutually convenient times to discuss informally matters of mutual concern. Either party may formally request that a specific topic be discussed, providing the request is made in writing a minimum of ~~ten~~five (5) ~~working~~ days prior to the scheduled meeting. Unless otherwise required by law or unless otherwise agreed to elsewhere in this agreement there shall be no obligation on the part of the University or the F.O.P. to renegotiate or reopen any provisions of this Agreement during any meeting with representatives of the other party.

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

7.4: Either party to this Agreement shall furnish the other, upon written request, information related to the negotiation or administration of the Agreement, provided such information is available and can be furnished at reasonable expense, such request allows reasonable time to assemble the information, and the party from whom the information is sought may determine the form in which such information is submitted. The Union will receive a copy of the annual budget, agendas and minutes of the meetings of the Board of Trustees, quarterly report of the membership of the bargaining unit, quarterly and year-end financial reports, copies of all reports filed with the State Employment Relations Board at the time of filing and communications distributed generally to classified bargaining unit members of the University. F.O.P. will provide the University with copies of written communications distributed to the general membership of the bargaining unit. ~~Each member of the bargaining unit will receive a report of his/her sick leave, compensatory time and vacation balance each pay period.~~

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

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

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

ARTICLE 8 ~~RETAINED-MANAGEMENT RIGHTS~~

The University retains all rights necessary to operate the University, except as those rights may be modified by the provisions of this Agreement. These retained rights include but are not necessarily limited to the general grant of authority specified in Ohio Revised Code 3356. These retained rights include but are not necessarily limited to those rights commonly known as management rights, which are delineated in Ohio Revised Code 4117. These retained rights include but are not necessarily limited to the right to:

- A. Conduct and grade civil service examinations, rate candidates, establish eligibility lists; and make original appointments therefrom; or, alternatively, to post announcements for positions to be filled by original appointment from among qualified applicants responding to the posting, and to make appointments from the pool of applicants;
- B. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

- C. Direct, supervise, evaluate, or hire employees;
- D. Maintain and improve the efficiency and effectiveness of governmental operations;
- E. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- F. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- G. Determine the adequacy of the work force;
- H. Determine the overall mission of the employer as a unit of the government;
- I. Effectively manage the work force;
- J. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 9 F.O.P. RIGHTS

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

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

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

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

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

9.6: Copies of this Agreement shall be posted in electronic format on the University's Human Resources webpage for download in a printable PDF format printed at the shared expense of the University and the F.O.P. and distributed to each member of the bargaining unit. The University shall provide the F.O.P. with ~~an additional~~ ten (10) copies of this Agreement. ~~The University will~~

~~post a copy of the Agreement on the Human Resources website.~~—The F.O.P. may purchase additional copies at its own expense for the cost of production.

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

9.8: Union stewards recognized in Section 9.7, shall be permitted up to one and one-half (1.5) steward-hours each week to investigate grievances during the paid working hours of the stewards. The one and one-half (1.5) hours shall apply to all recognized stewards, that is, one (1) steward at one and one-half (1.5) hours or two (2) stewards at seventy-five hundredths (.75) hour, etc. The steward-hours, if unused in a given week(s), may accumulate to a maximum of five (5). The Union agrees that this time will be devoted exclusively to a good faith effort to resolve labor management problems arising from the provisions of this Agreement, and will not be abused. Advance permission must be granted by the steward's supervisor and by the chief steward or Union president prior to investigation of a grievance during paid hours. If a steward leaves ~~their~~^{his/her} work area to investigate a grievance in another work area, the steward will also secure the permission of the supervisor in the grievant's area before talking to the grievant. The University agrees that permission to investigate a grievance will not be denied unreasonably. No individual steward may devote more than six (6) hours of paid time to grievance investigation during a given week without the permission of the University. The Union will advise the University in writing once each month of the activities of the Union stewards engaged in under the provisions of this section of the Agreement, specifying the amount of time spent by each recognized steward.

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

ARTICLE 10 DUES DEDUCTION

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

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

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

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

- A. Up to two tax-exempt charitable organizations, including United Way;
- B. ~~U.S. Government Savings Bonds;~~
- ~~C. Tax-sheltered annuities, Individual Retirement Accounts (IRA), and IRS approved 403(b) programs;~~
- ~~D. Associated School Employees Credit Union;~~
- ~~C/E. The YSU Foundation Annual Fund.~~

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

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

ARTICLE 11 NON-DISCRIMINATION

~~11.1:—The University and the Union reaffirm their mutually held responsibility, under federal and state laws and executive orders relating to fair employment practices, that no individual shall be unlawfully discriminated against on the basis of race, color, age, religion, sex, national origin, disability, sexual orientation, or identity as a disabled veteran or veteran of the Vietnam era.~~

~~11.2:—The University and the Union agree that neither shall discriminate against any individual on the basis of membership or non-membership in the Union or on the basis of lawful participation or refraining from participation in the activities of the Union.~~

~~11.3:—The parties agree that our society presently offers various sources of relief to persons found to have been victims of discrimination, such as the Ohio Civil Rights Commission, Equal Employment Opportunity Commission and the State Employment Relations Board. The parties further agree that any individual who believes that he/she has ~~they~~ have been unlawfully discriminated against, in violation of the provisions of this article, shall proceed to file a complaint with the University Equal Opportunity Office/Affirmative Action Officer, or with other appropriate agency(ies), but that such complaints shall not be processed under the provisions of Article 6 ("Grievance Procedure") of this Agreement.~~

ARTICLE 11~~2~~
HEADINGS

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

ARTICLE 12~~3~~
WORK SCHEDULES

12~~3~~.1: Each non-probationary member of the bargaining unit shall be afforded the opportunity to bid on a work schedule by seniority in the classification. The work schedule shall normally consist of eight (8) consecutive hours a day and forty (40) hours a week, consisting of five (5) consecutive eight-hour days. However, the parties may mutually agree to alternative work schedules. The actual bidding process is outlined in Section 12~~3~~.3.

12~~3~~.2: Changes in non-probationary employees' normal work schedules shall be posted in writing on a bulletin board in the department or work unit a minimum of five (5) calendar days prior to the effective date of the change, except when earlier notification is mutually agreeable to the employee and the University, and except when changes are necessitated by emergency. The announcement shall specify the duration of the schedule change. Only the President, Chief of YSU Police or ~~their/his/her~~ designee are authorized to declare that an emergency exists.

12~~3~~.3: The work schedule each non-probationary bargaining unit member works shall be determined by a bidding process as follows:

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

12~~3~~.4: The University may reassign employees from one shift to another when the University determines such action is necessary. In making such reassignments, the seniority, by classification

of the non-probationary employees involved, will govern and a non-probationary employee may reject a reassignment provided ~~he-she-is~~they are senior, by classification, to another non-probationary employee in the department who is qualified to perform the necessary work. If the reassignment is undesirable to all the available non-probationary employees in the classification affected, the least senior non-probationary employee, as provided in Section 12~~3~~.5, will be assigned to the shift in question.

12~~3~~.5: For purposes of work schedules, seniority shall be calculated from the effective date of appointment of the employee's current period of uninterrupted service in ~~their/his/her~~ present classification as a member of the regular full-time classified Civil Service staff of the University. (This means that if any member of the bargaining unit has left or been separated from the employment of the University and subsequently has been reappointed to a different position in the University's classified Civil Service staff, ~~their/his/her~~ seniority for purposes of work schedules shall be calculated from the latest effective date of employment in ~~their/his/her~~ present classification as a member of the full-service classified Civil Service staff of the University.) Employee seniority lists shall be maintained by the University and will be furnished to the F.O.P. ~~during the months of October and March.~~

12~~3~~.6: The University reserves the right to determine the method whereby employees' arrival at and departure from work are recorded; such methods may include time clocks, sign-in sheets, or other methods as appropriate. No employee shall sign in or clock in for another employee.

12~~3~~.7: Employees who are late for work shall be docked no more than the time of tardiness. If an employee is occasionally tardy for work for a period of fifteen (15) minutes or less, the employee may request to make up the work missed on the day of tardiness at the end of ~~their/his/her~~ shift. Such requests will not be unreasonably denied if the make-up is practicable in terms of the operation of the department or work area. It is understood that "occasionally" means no more than twice monthly. It is also understood that abuse of this provision shall be grounds for denying all such requests to an individual, and that non-occasional tardiness may be grounds for disciplinary action.

12~~3~~.8: No bargaining unit member shall work continuously for more than sixteen (16) hours, except when an emergency has been declared, as provided in Section 13~~4~~.6.

ARTICLE 13~~4~~
OVERTIME

13~~4~~.1: Employees who are in active pay status, excluding the use of paid sick leave, for more than forty (40) hours in a given week, at the direction of the University, shall be paid overtime at one and one-half (1.5) times regular pay or, at the discretion of the employee, receive compensatory time off at the rate of one and one-half (1.5) hours for each hour of overtime worked. "Week" means the 168-hour period from 12:01 a.m. on Sunday through midnight at the end of the following Saturday. Compensatory time off must be taken when such time off shall not be unduly disruptive to the University's operations. ~~The procedures for requesting of short-notice vacation in Article 18.8 will also be applied to requests for use of compensatory time.~~ Compensatory time not taken in accordance with the preceding sentence will be paid off at the bargaining unit member's current rate of pay. A bargaining unit member may not exceed a 200-hour compensatory time balance. If a 200-hour balance exists, the employee will automatically be given pay for any overtime worked.

The University shall convert to cash at the current hourly rate of the employee an amount equal to fifty percent (50%) of the employee's accumulated compensatory time balance ~~on December 31 of each year at the end of the last full pay period in December.~~ The payment for the conversion shall take place on the first payday following the ~~first~~second full pay period after January 1 and such payment shall be made to the employee as part of the employee's regular paycheck. Employees may elect to convert all or part of ~~their~~his or her compensatory time balance to a payment at the employee's current hourly rate by submitting a request to the University. Such payment shall be included in the employee's regular paycheck and shall be made on the first payday following two weeks after the employee submits the request to the University.

134.2: An overtime opportunity exists when the University needs the services of one (1) or more members of the bargaining unit for more than forty (40) hours of work or active pay status, excluding the use of paid sick leave, in a given week. ~~The University will rotate overtime opportunities among members of the bargaining unit who regularly perform the duties to be performed on an overtime basis. The University will maintain a roster of overtime assignments to members of the bargaining unit, and will post the roster in the YSU Police office. Overtime shall be offered to the bargaining unit member in the job classification needed who has the least aggregate overtime credit for overtime worked or refused; provided, The University will offer overtime opportunities to available bargaining unit members in order of the aggregate overtime roster provided by the bargaining unit.~~ ~~The University shall have the right in unusual circumstances to assign overtime outside the ordinary rotation. Furthermore, no employee will be eligible to work overtime for at least twenty-four (24) hours after the end of the shift for which the employee reported off sick. The University will offer all overtime details and opportunities that require more than one police officer to full-time bargaining unit members first at a 1:1 ratio of bargaining unit members to non-bargaining unit members/employees, with the ~~oddeven~~-numbered overtime ~~detail or~~ opportunity being offered to the bargaining unit member. If an insufficient number of bargaining unit members accept the available number of overtime opportunities, then the University may fill those overtime opportunities with non-bargaining unit employees. When a detail is staffed by multiple bargaining unit members and involves multiple types of work assignments, bargaining unit members may select on a seniority basis the work assignments designated by the University to be performed by bargaining unit members before offering the assignment to non-bargaining employees. The parties agree that current permanent details, dormitories, courtyards and the Recreation Center are not included in this formula.~~

134.3: ~~The overtime roster shall roll over month-to-month on a continuous basis. The overtime rosters listing the bargaining unit members' aggregate hours will be updated weekly. The aggregate hours listing will not include those hours spent by a bargaining unit member while in court on behalf of the University, or while attending University disciplinary hearings. The F.O.P. bargaining unit will provide on a weekly basis an aggregate overtime roster before the end of the day Sunday. If no aggregate overtime roster is provided by the end of the day on Sunday, the previous week's aggregate overtime roster will be used until a new aggregate overtime roster is provided. The current week aggregate overtime roster may be used to fill overtime details scheduled out to Tuesday of the following week. The bargaining unit's aggregate overtime roster procedures are listed in Appendix G of this Agreement. Because the aggregate overtime roster is administered by the bargaining unit, the procedures in Appendix G are not subject to Article 6 (Grievances) of this Agreement.~~

134.4: ~~A bargaining unit member who is offered but refused an overtime opportunity shall be credited on the roster with the amount of overtime refused, subject to the following limitations and exceptions:~~

~~A. If more than one event or activity occurs simultaneously or overlaps, the employee who is absent or refused the opportunity shall be charged only with the amount of hours of the event with the shorter duration.~~

~~B. Refusal of overtime will not be credited against a bargaining unit member if the overtime offer is made within two (2) hours of the start of the overtime.~~

~~A.C. When a bargaining unit member is scheduled to attend training session(s) for compensatory time only, this time shall not be considered actual overtime and not be charged to the member's total aggregate hours on the overtime roster.~~

~~A.D. Bargaining unit members who are offered overtime, for replacement of employees due to unscheduled absences or other unanticipated events, will promptly accept or decline the opportunity. In the event a bargaining unit member's residence is contacted via phone and the bargaining unit member does not accept the overtime opportunity immediately, the University may move to the next eligible bargaining unit member on the overtime list.~~

~~B.E. Scheduled overtime opportunities will be forwarded to the appropriate person for staffing a minimum of ~~seven~~three ~~five~~ (7-35) days prior to the date of the event. It is agreed that there may be times when an unanticipated overtime assignment becomes available and it may not be possible to have this information forwarded by the deadline above. In all cases, copies of the Request for Police Services and Call Out Sheets will be forwarded to the President of the FOP Labor Council. Bargaining unit members who are contacted for overtime opportunities will accept or decline the overtime opportunity as quickly as possible, but in no case later than ~~twelve~~six (12-6) hours from the time the overtime was offered. Contact includes messages left with another party, answering machines, pagers, or cell phones. If a bargaining unit member fails to accept or decline the overtime opportunity within the time period specified above, ~~they~~ he/she will forfeit the overtime opportunity, ~~and be charged with a refusal on the Aggregate Overtime Roster. Copies of all completed Aggregate Overtime Rosters will be forwarded to the FOP.~~~~

134.5: When an employee works during hours outside of ~~their~~his/her regularly scheduled workday, and those additional hours do not abut ~~their~~his normal workday, the employee shall be paid ~~the larger of A) five (5) hours of regular pay, or B) the actual number of hours worked at a minimum of four hours at the rate of one and one-half (1.5) times the employee's regular hourly rate of pay.~~ This provision applies to appearances in court on behalf of the University.

134.6: An emergency exists when the Chief of YSU Police, President, or ~~their~~his/her designee, determine current or potential conditions on the YSU campus warrant the immediate call out or hold over of bargaining unit members is necessary for the health or safety of the University community. If an emergency occurs which results in the University having to assign members of the bargaining unit to additional duty or to modified schedules with less notification than is

specified by Section 123.2 ("Work Schedules"), the University will provide affected bargaining members with as much advance notice as is feasible, will rotate overtime opportunities among bargaining unit members to the extent feasible, and a representative of the University will meet with the F.O.P. promptly to discuss the nature of the emergency and the manner in which it was accommodated. If the YSU Police Chief or ~~their~~ designee determines that any extra detail or shift cannot be adequately staffed as a result of the inability to obtain intermittent, part-time, or full-time employees, a bargaining unit member may be required to work the assignment. These assignments will be made on a rotating basis according to least seniority. That is, the bargaining unit member with the least seniority in the classification will be required to work the first such assignment, the next least senior bargaining unit member in the classification the second such assignment, and so on. ~~A holdover/force out roster for each classification with holdover/force out dates will be kept in Dispatch. The University agrees to give as much notice as possible for pre-scheduled shifts and events/details that require a holdover/force out. In the event of an unscheduled or short notice need for a holdover/force out for a shift or detail, the bargaining unit member with the longest time since the last holdover/force out according to the holdover/force out roster in the classification on the prior shift will be required to work. All holdover/force out notifications will be made by a supervisor in person or via telephone.~~

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

134.8: Should it become apparent that the University has erred by failing to offer overtime to the qualified individual ~~with the smallest aggregate of overtime worked or refused in the proper order given on the current aggregate overtime roster, the University shall have the opportunity to correct the error by granting~~ will offer the employee involved the next normal opportunity for overtime ~~opportunity they are available for within their~~ overtime group first.

134.9: A bargaining unit member required to work continuously for more than sixteen (16) hours in accordance with Sections 123.8 and 134.6 shall be paid at two and one-half (2.5) times regular pay for each hour exceeding sixteen (16) hours.

**ARTICLE 145
HOLIDAYS**

145.1: The University shall observe those legal holidays established by the State of Ohio. ~~Those holidays are: the first day in January, the third Monday in January, the third Monday in February, the last Monday in May, the fourth day of July, the first Monday in September, the second Monday in October, the eleventh day of November, the fourth Thursday in November, and the twenty-fifth day of December, and any other day appointed and recommended by the Governor of the State of Ohio or the President of the United States as a permanent legal holiday and not a one-time or limited occasion.~~

1. New Year's Day	6. Labor Day
2. Martin Luther King Day	7. Columbus Day
3. President's Day	8. Veterans Day

4. Memorial Day	9. Thanksgiving Day
5. Fourth of July	10. Christmas Day
	11. Juneteenth National Independence Day

145.2: For purposes of pay, holidays shall be those days enumerated in Section 145.1 above, regardless of whether the University formally observes the holiday on that day or on another day. To be eligible for holiday pay, a bargaining unit member must actually work or be approved to take paid leave, other than sick leave, ~~their~~ entire scheduled workday immediately preceding the holiday and ~~their~~ entire scheduled workday immediately following the holiday. The only exceptions are when the employee actually works the holiday and when the employee is on approved FMLA leave.

The method used to determine which bargaining unit members work a holiday will be determined by the classification seniority of the persons normally scheduled to work each shift on that holiday. The hours worked on a holiday will not be considered overtime, ~~and subsequently will not be added to a bargaining unit member's total aggregate hours.~~

If a bargaining unit member is not scheduled to work on a holiday, and has forty (40) hours in active pay status, excluding the use of paid sick leave, during the week in which the holiday falls, they shall be paid one and one-half (1 1/2) times their hourly rate of pay for the holiday on which they did not work. However, at the bargaining unit member's option ~~they~~ may request the hours earned be added to the bargaining unit member's total hours of Compensatory Time instead of receiving pay.

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

A member of the bargaining unit who is required to be on duty on a holiday observed by the University, as defined in Section 145.1, shall be paid an additional one and one-half (1.5) times their hourly rate of pay if the duty falls within their regular forty (40) hour work week. A bargaining unit member who is scheduled to work on a holiday and reports off sick will be required to request the use of sick leave for the time missed and will be paid their hourly rate of pay.

A bargaining unit member who is required to be on duty on a holiday observed by the University, as defined in Section 145.1 and has less than forty (40) hours in active pay status, excluding the use of paid sick leave, during the week in which the holiday falls, shall be paid their hourly rate of pay for the holiday on which they worked or were mandated. A bargaining unit member who is scheduled to work on a holiday and reports off sick will be required to request the use of sick leave for the time missed and will be paid their hourly rate of pay.

~~Within one (1) month following the execution of this Agreement, the Chief Human Resources Officer and the Union President will each appoint two (2) individuals to serve on a Holiday Pay committee. The purpose of the committee will be to review Article 15, to confirm that the language of Article 15 is consistent with current practice, and if not consistent with current practice, to make~~

~~recommendations to the University and the Union regarding revised language for this article. Should both parties agree with the recommendations, the University will recommend a Memorandum of Understanding (MOU) to the Board of Trustees and the Union will recommend the MOU to the bargaining unit membership to revise the language contained in Article 15. The process will be completed within seven (7) months following the execution of this Agreement. If the process is not completed within this timeframe or the parties do not reach agreement, the language of the December 13, 2018 Tentative Agreement will govern.~~

ARTICLE 156 EVALUATIONS

156.1: An employee shall have ~~their/his/her~~ performance officially rated or evaluated by the Chief of the YSU Police or ~~his/her/their~~ designee once during the first half of the probationary period ~~through a progress check-in, once at the end during the second half~~ of the probationary period, and at least once each year thereafter. ~~The performance evaluation process form to be used in evaluation appears as Appendix G to this Agreement is an on-line process with the evaluation form available in the electronic system for the benefit of both and the supervisor and bargaining unit member. The form to be used in evaluations appears in Appendix BG.~~

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

156.3: The employee shall ~~receive and acknowledge/sign the evaluation via the on-line system/sign the evaluation form~~. The employee's ~~acknowledgement/signature~~ shall certify that ~~he/she/they~~ has ~~ve~~ reviewed the evaluation, but will not necessarily indicate agreement with it. ~~The YSU Police Department will provide the employee with a copy of the evaluation. The completed original evaluation will be inserted in the official personnel file electronically stored.~~

156.4: An employee who believes that the procedural requirements of this Article have not been met, or who believes that the information upon which an evaluation was based was improper (i.e., erroneous, incomplete, untimely, or irrelevant), may file a grievance under the provisions of Article 6 ("Grievance Procedure"). Such grievance may be processed through step 3 of the grievance procedure. However, grievances over evaluations shall not be arbitrable. If the adjustment of the grievance includes a determination that the evaluation was procedurally flawed or based upon improper information, the University will nullify the evaluation and direct that it be redone. If an employee disagrees with the judgment of the evaluator, the employee may ~~electronically~~ 1) so note on the evaluation form; ~~and/or~~ 2) so note, with comments in the "Employee's Comments" section of the form; ~~and/or~~ 3) forward to the Chief Human Resources Officer, or his/her designee, within thirty (30) days following the insertion of the evaluation into the personnel file, a written statement expressing disagreement with the evaluation. ~~Comments forwarded to the Chief Human Resources Officer, or his/her designee, under this provision will be appended to the evaluation form in the personnel file.~~

ARTICLE 167 STANDARDS OF PROFICIENCY

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

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

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

167.4: Each sworn officer shall annually demonstrate ~~their/his/her~~ proficiency with the firearm ~~they ar~~~~he/she is~~ directed to carry by meeting the standards provided in Appendix ~~C~~~~H~~, YSU/F.O.P. Standards of Proficiency: Firearms.

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

ARTICLE 178 PERSONNEL FILES

178.1: An official personnel file shall be maintained in the ~~o~~~~Office of the Chief~~ Human Resources ~~Officer or his/her designee~~ for each member of the bargaining unit. Personnel files are maintained and access provided to them in accordance with law, including Ohio Revised Code 1347 (Personal Information Systems).

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

178.3: An employee who has reason to believe that there are inaccuracies in materials contained in ~~his/her/their~~ personnel file shall have the right to submit a memorandum to the Chief Human Resources Officer or ~~his/her/their~~ designee requesting that the documents in question be reviewed to determine their appropriateness in the personnel file.

178.4: The University shall promptly review requests received under the provisions of Section 18.3. If the University concludes that the material is inappropriate for retention in the employee's personnel file, the material shall be removed and the employee so informed. If the University concludes that the material is appropriate for retention in the file, the University shall so inform the employee; in this event the employee shall have the right to submit a written statement noting ~~his/her~~their objections to the material in question, and the Chief Human Resources Officer or ~~his/her~~their designee shall attach the employee's statement to the material objected to and shall include a note in the personnel file indicating that any person reviewing the original material should also review the employee's objections to the material.

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

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

178.7: Job evaluations shall be removed, at the request of the employee, provided the evaluations have been on file for at least five (5) years.

**ARTICLE 189
VACATION**

189.1: Each member of the bargaining unit will earn annual vacation leave according to ~~his/her~~their number of years of service with the University. Furthermore, total service for purposes of calculating vacation hereunder will also include active duty in the U.S. Armed Forces as well as their total Reserve Duty and National Guard Units as delineated on the employee(s) Department of Defense (DD) 214 or Certificate of Release or Discharge from Active Duty, rounded to the nearest full year. If less than six months of service as noted above, ~~they/he/she~~ will be credited with the actual amount of service.

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

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

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

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

189.2: Short Notice Vacation Selection: An employee may request to use vacation time that has not been selected during the annual selection period. Such selections shall be made and granted on first requested, first granted basis. ~~In the event of a conflict, department seniority shall govern the selection.~~ Unless there are exigent circumstances (to be determined by the Chief and/or the Lieutenants) employee must give fourteen (14) days' notice for short-term vacation requests, and the Employer will return requests ~~fourteen (14) seven (7) days after~~prior to the date when the request has been submitted. However, nothing shall prohibit the granting of requests not made in 14 days by the Employer if scheduling/staffing is adequate.

~~189.3: Employees going on vacation should submit a signed "Request for Leave" form two (2) weeks prior to the beginning of the vacation period. When a bargaining unit member is requesting vacation not previously approved, the University will respond to the request in a reasonable amount of time.~~ A bargaining unit member who is hospitalized while on vacation may convert the period of hospitalization from vacation to sick leave by providing the University with documentation of hospitalization upon ~~their/his/her~~ return. If a member of ~~their/his/her~~ immediate family dies while a bargaining unit member is on vacation and if the bargaining unit member attends the funeral, up to four (4) days of vacation may be converted to bereavement leave in accordance with Article ~~192~~19 H by providing the University with documentation of the death in the family.

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

189.5: ~~An employee may be paid in advance of the regular payday for an approved scheduled vacation, providing the employee submits a request in writing on a University provided form a minimum of fifteen days prior to the effective date of the vacation. An employee going on vacation may be paid for the vacation period in advance of the regular payday on which ~~they/he/she~~ would normally be paid for the vacation period, providing the employee has submitted the request in writing on a form to be provided by the University a minimum of fifteen (15) days prior to the effective date of the vacation.~~ Advance vacation pay ~~shall be~~is only available to an employee for a minimum period of one (1) week of vacation and only twice during any calendar year. The advance pay will be available to the employee at the Payroll Office at the end of the employee's last working day prior to going on vacation. The advance vacation pay will be deducted from the subsequent paycheck(s) on which the employee would have received pay for the vacation period if the employee had not chosen advance vacation pay.

~~189.6: The Chief or his or her/their designee shall post a calendar whereby the employee(s) in the department shall have the opportunity each year to indicate the times they wish to be on vacation. Absent unusual circumstances, the Chief or his or her/their designee shall not change the system later than October 15 of any year for vacation scheduling in the following year.~~ The Chief or his or her/their designee shall specify in writing those times in the year, if any, where it is not desirable from an operational standpoint for staff to take vacation. There will be two separate vacation deadlines for annual vacation bidding. The first shall be November 15. This period will be used to sign up for full-week increments of vacation. The second will be November 30. This will be used to sign up for other increments of vacation not to exceed ten (10) increments of vacation in any year. Prior to scheduling any vacation, the employee shall have the vacation time available in their/his/her vacation balance. Once vacation has been approved, it shall be the obligation of the employee to take the vacation. The system shall provide that the employee with the greatest seniority in the classification shall have first choice of vacation time; the employee with the second greatest classification seniority shall have second choice, etc. The University will make a good faith effort to grant vacation requests for bargaining unit members who do not sign up prior to the two vacation periods listed above or who subsequently desire to change their scheduled vacation. Vacation schedules may subsequently be changed when mutually agreed to by the employee and the department head. Vacation requests submitted during the annual bid period will either be granted or denied and returned no later than January 31. All other vacation requests will be subject to Section 189.2 of this agreement.

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

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

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

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

ARTICLE 1920 LEAVES

SUB ARTICLE 1920 A DEFINITIONS AND GENERAL REQUIREMENTS

For purposes of Sub Article 1920 B, Sub Article 1920 C, Sub Article 1920 D, Section 1920 E.1, Section 1920 E.2, Section 1920 F.1, Sub Article 1920 G and Sub Article 1920 H, the following definitions shall apply:

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

until the end of the month where said child turns 26 or older if incapable of self-care due to disability.

B. **Eligible bargaining unit member:** a bargaining unit member with at least one year of service who has worked at least 1,250 hours in the previous twelve (12) months.

C. **Immediate family:** spouse, children, daughters-in-law, sons-in-law, grandchildren, parents, parents-in-law, grandparents, spouse's grandparents, brothers, sisters, brothers-in-law, sisters-in-law, legal guardian, ~~or any person who stands in place of a parent (in loco parentis).~~

D. **Parent:** biological ~~father or mother,~~ adoptive parents, step parents or foster parents, or person in loco parentis when employee was a child.

E. **Serious health condition:** an illness, injury, impairment or physical or mental condition that involves in-patient care in a hospital, hospice or residential medical care facility, or continuing treatment by a health care provider.

F. **Third medical opinion:** a medical opinion that is provided when there is a conflict between the first medical opinion provided by the employee's medical provider and the second medical opinion provided by the employer's medical examiner. The persons providing the first two medical opinions shall select the person to provide the third medical opinion.

Upon the request of the University, an employee on an approved leave under Sub-Articles 1920 C, 1920 D, 1920 G, 1920 I and any administrative leave, paid or unpaid, must turn in all badges, weapons, radio, keys and other University property for the duration of the leave.

SUB ARTICLE 1920 B SICK LEAVE

1920 B.1: Sick leave is authorized absence with pay due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and visits to or treatment by medical providers that cannot be scheduled outside of the employee's normal working hours. If an employee is absent for three (3) consecutive work days or more for one of the above reasons ~~they/he or she~~ shall be required to provide certification from a physician that the employee was under the care of a physician and is fit to return to duty. Sick leave is also authorized for an illness in the employee's immediate family when the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member; a physician's certification of the illness of the family member may be required if professional medical attention is required. Such certification shall be required if the bargaining unit member is absent for more than three (3) consecutive workdays. Such certification shall be submitted to the Chief Human Resources Officer or ~~their/his/her~~ designee.

1920 B.2: Retroactive to the first full pay period after the effective date of this Agreement, each member of the bargaining unit will earn sick leave at the rate of four and six tenths (4.6) hours for each eighty (80) hours of service. Sick leave is cumulative without limit.

1920 B.3: Sick leave may be used during any period of time when an employee is on ~~their/his/her~~ regularly scheduled forty (40) hour weekly work shift. Employees shall report all uses of sick

leave on the "Application for Leave" form within three (3) working days following the individual's return to work; sick leave shall be reported also on the employee's bi-weekly time record. Failure to report sick leave may result in disapproval of the sick leave.

1920 B.4: When an employee learns that ~~they/he/she~~ must use sick leave, the employee shall promptly notify the supervisor on duty, indicating the need for and probable duration of the sick leave as early as possible but no later than two (2) hours before the employee is scheduled to begin work. The employee must similarly report off each successive day of absence unless the employee has specified a specific period of absence or has provided documentation which establishes the need for an extended absence and specifies an estimated date for return to work.

1920 B.5: When an employee uses sick leave to visit a doctor, dentist or other medical provider, ~~they/he/she~~ shall provide written verification of the visit. The employee shall, whenever possible, inform the department head one (1) week in advance of such scheduled appointments of the employee and of immediate family members when the employee's presence at the appointment is reasonably necessary.

1920 B.6: To the extent permitted by law, where the University reasonably believes an employee is abusing sick leave and the University notifies the bargaining unit member of such belief, ~~they/he/she~~ may be required to furnish a certificate from a licensed physician for any subsequent absences. Any bargaining unit member abusing sick leave and/or showing a pattern of abuse shall be subject to disciplinary action in accordance with Article 20+.

1. Disciplinary action, including removal, may be taken by the University against any employee who falsifies documents relating to the application for sick leave. Such action may also be taken against any employee who attributes an absence to sick leave but willfully neglects to follow through on the application for such leave.
2. Pattern Abuse: The following types or patterns of absence shall constitute pattern abuse: before and/or after holidays; Fridays/Mondays; absence following overtime worked; continued pattern of maintaining zero or near zero leave balances. If an employee uses sick leave in a clear pattern, per examples noted above, the Chief Human Resources Officer or ~~their/his/her~~ designee may reasonably suspect pattern abuse. If it is suspected, the Chief Human Resources Officer or ~~their/his/her~~ designee will notify the employee in writing detailing the reason(s) that pattern abuse is suspected. The notice will also invite the employee to explain, rebut, or refute the pattern abuse claim. Use of sick leave for valid reasons shall not be considered for pattern abuse. Patterns of abuse will be kept in the time frame of the previous twelve (12) months from the date of notification. Any action taken by the University will not be arbitrary, capricious, or discriminatory in nature in all instances.

1920 B.7: To the extent consistent with, or permitted by, federal or state law, an employee who is on sick leave not concurrently covered by the Family and Medical Leave Act (FMLA) shall be required to provide to the Chief Human Resources Officer certification from the employee's personal physician that ~~they are/he/she is~~ able to perform the assigned duties of ~~their/his/her~~ position prior to ~~their/his/her~~ return to duty. An employee must give the University not less than three (3) days' notice of ~~their/his/her~~ availability to return to work following an extended absence unless a shorter period is mutually agreeable.

1920 B.8: To the extent consistent with, or permitted by, federal or state law, the University may require an employee who is not otherwise taking leave covered by the FMLA to undergo an examination, conducted by a licensed physician or licensed psychologist designated by the University, to determine the employee's physical or mental capabilities to continue to perform the duties of the position which the employee holds. The University shall pay the cost of such examination. If the employee's personal physician or psychologist differs from the University's designated physician or psychologist, the opinion of the employee's personal physician or psychologist shall be given due professional consideration.

1920 B.9: The University and the F.O.P. agree to the general principle that sick leave is provided to protect the income of the employee who suffers an occasional and prolonged illness or injury. The parties agree further that each employee should make a reasonable effort to build and maintain as large a sick leave balance as possible, as a form of income protection during situations involving major health problems.

1920 B.10: An employee who transfers from this department to another department of the University shall be allowed to transfer ~~their/his/her~~ accumulated sick leave to the new department.

1920 B.11: A bargaining unit member appointed during the term of this Agreement who has been employed by the State of Ohio or any political subdivision of the State of Ohio within ten (10) years prior to the effective date of ~~their/his/her~~ appointment by the University, may transfer to the University up to 260 hours of accrued but unused sick leave upon certification of sick leave balance by ~~their/his/her~~ former employer.

1920 B.12: Sick Leave Bonus: The University desires an incentive for employees not to abuse sick leave. Therefore, for each quarter of the year in which an employee does not use ~~their/his/her~~ sick leave, ~~they/he/she~~ will be entitled to a bonus of four (4) hours pay at ~~their/his-of her~~ regular hourly rate of pay for each year of this agreement:

ABSENCE ON SICK LEAVE

January through March	4 hours
April through June	4 hours
July through September	4 hours
October through December	4 hours

If an employee has not met the above goals due to FMLA leave, then payment of the incentive will be denied.

Employees shall maintain a minimum balance of ~~eighty-fourty (80-40)~~ hours of accrued sick leave. Newly appointed members of the bargaining unit shall have eighteen months from the date of hire to accrue this ~~eighty-fourty (80-40)~~ hour limit. Any employee without such accumulation shall be required to submit a signed medical practitioner's statement in order to receive sick leave payment.

**SUB ARTICLE 1920 C
LEAVE WITHOUT PAY**

With the approval of the Chief Human Resources Officer or designee, an eligible bargaining unit member may be granted leave without pay in the categories specified below. Where applicable, such leave shall run concurrently with FMLA leave until FMLA leave has been exhausted. Leave requests for leave without pay shall be submitted on a form provided by the University a minimum of one (1) month prior to the requested effective date of leave, or at the earliest feasible time. Serious consideration will be given to all requests. A bargaining unit member's seniority will continue to accrue while on all leaves in Sub Article 1920 C and Sub Article 1920 D.

- A. **Personal:** A bargaining unit member may request leave without pay for personal reasons for any period up to six (6) months.
- B. **Educational:** A bargaining unit member who wishes to pursue formal education, training, or specialized experience which is related to their/his/her position in the YSU Police Department may be granted leave without pay for a period of up to two (2) years when the University concurs that the proposed leave activities will benefit the University as well as the employee. An employee on leave of this type may be returned to active pay status earlier than originally scheduled if the return is mutually acceptable to the University and the employee. The University may cancel the leave and direct the employee to return to active pay status if it is learned that the leave is not being used for the purpose for which it was granted; in this case the employee will be so notified in writing. A bargaining unit member taking educational leave without pay may maintain their/his/her insurance coverage by paying the group rate to the University.
- C. **Employee Medical:** A bargaining unit member whose absence due to a serious illness or injury exceeds their/his/her accrued sick leave and ~~he/she is they are~~ not eligible to receive FMLA leave may be granted employee medical leave without pay for up to twelve (12) weeks less any accrued sick, vacation or personal leave used, unless otherwise required by law. The University may require medical certification and/or a second or third opinion to support a leave of this type. When a bargaining unit member uses employee medical leave without pay to receive inpatient or outpatient treatment from a medical provider, or to visit a doctor, dentist or other medical provider, ~~they/he/she~~ shall provide to the Chief Human Resources Officer, or their/his/her designee, written verification of the visit in order for the employee medical leave without pay to be approved. Whenever possible, the bargaining unit member will inform the department head one (1) week in advance of such scheduled visits. If the University receives within the period of either FMLA leave or employee medical leave without pay medical evidence from its physician and/or the bargaining unit member's physician which indicates that the bargaining unit member is expected to be able to substantially and materially perform their/his/her duties by a specified date that is no later than one (1) year from the last day on the job, a request for an extension of medical leave without pay will be considered. A bargaining unit member taking employee medical leave without pay may maintain their/his/her insurance coverage by paying the group rate to the University.
- D. **Worker's Compensation:** A bargaining unit members who suffers a work-related injury or occupational illness covered by workers' compensation that requires absence from work

~~must use paid sick leave until the employee receives temporary total or permanent total disability workers' compensation benefits. In accordance with University policy, A an eligible bargaining unit member who chooses to receives temporary or permanent total disability compensation benefits from the Bureau of Worker's Compensation instead of using sick leave will be considered to be on and will have those benefits run concurrently with either FMLA leave, if eligible, or a medical leave without pay as specified in Section 1920 C. Employee Medical. Bargaining unit members governed by this section shall receive all of the fringe benefits granted to those not on leave, provided that any non-self-insured coverage obtained from an outside carrier for which the university and/or the employee pay premiums to that outside carrier permits coverage for persons who are not in active pay status. A bargaining unit member while on leave without pay for a Worker's Compensation claim may request a payout for all or a portion of their/his/her accumulated compensatory time. Requests for payout of compensatory time will be approved. A bargaining unit member who receives sick, vacation, personal or other paid leave benefits during the period preceding the receipt of temporary or permanent total disability benefits must reimburse the University for any paid time off that also is covered by temporary or permanent total disability benefits. A bargaining unit member upon returning to work from leave without pay for a Worker's Compensation claim, may request a cash payment for the period beginning when leave without pay commences and ending with the arrival of the first Worker's Compensation check. The payout may be charged to accumulated vacation time. The payout will be approved provided the bargaining unit member has sufficient vacation time to cover the cost of the payout.~~

**SUB ARTICLE 1920 D
MATERNITY, PARENTAL AND CHILD CARE LEAVE**

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

Maternity Leave will consist of a period of paid leave for up to six (6) workweeks or two hundred forty (240) hours following the birth or adoption of a child. This paid leave program is available to birth mothers for recovery from childbirth and to care for and bond with a newborn child. Maternity Leave is to be used in one (1) consecutive block and not intermittently.

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

Parental Leave will consist of a period of paid leave for up to three (3) workweeks or one hundred twenty (120) hours of paid leave for a biological father, or adoptive parent to care for and bond with a newborn or newly adopted child. Parental Leave is to be used in one (1) consecutive block and not intermittently.

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

Child Care Leave:

1. Biological Mother - Once a bargaining unit member is certified by her physician to be medically capable of performing her regular duties, she will be entitled to leave without pay for a period not to exceed six (6) months for the purpose of child care. Child Care Leave is to be used in one (1) consecutive block and not intermittently. Any Maternity or Parental Leave taken will be deducted from the six (6) month time period. Child Care Leave will run consecutively after Parental Leave. Additionally, any available FMLA will run concurrently with Child Care Leave.
2. Biological Father - A male bargaining unit member, upon the birth of his child, is entitled to leave without pay for a period not to exceed six (6) months for the purpose of child care. Child Care Leave is to be used in one (1) consecutive block and not intermittently. Any Maternity or Parental Leave taken will be deducted from the six (6) month time period. Child Care Leave will run consecutively after Parental Leave. Additionally, any available FMLA will run concurrently with Child Care Leave.
3. Adoptive Parents - A bargaining unit member is entitled, upon the adoption of a child, to leave without pay for a period not to exceed six (6) months for the purpose of child care. Child Care Leave is to be used in one (1) consecutive block and not intermittently. Any Maternity or Parental Leave taken will be deducted from the six (6) month time period. Child Care Leave will run consecutively after Parental Leave. Additionally, any available FMLA will run concurrently with Child Care Leave.
4. Application for Child Care Leave shall be in writing to the Chief Human Resources Officer or their/his/her designee not later than thirty (30) days prior to the effective date for such leave, and such request shall state the anticipated duration of the leave. In the case of an application for Child Care Leave by an adoptive parent, this thirty (30) day requirement shall be waived. In the case of child care leave related to pregnancy, the request shall be accompanied by a statement from the attending physician giving the expected date of delivery. In such cases where the expected delivery changes or complications arise, the thirty (30) day requirement will be waived.
5. During the period of Child Care Leave, the bargaining unit member will be deemed to be relieved temporarily of their/his/her duties.
6. A bargaining unit member taking employee Child Care Leave without pay may maintain their/his/her insurance coverage by paying the group rate to the University.

Maternity, Parental and Child Care Leave Procedures:

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

SUB ARTICLE 1920 E OTHER LEAVES

1920 E.1: **Training Leave:** A bargaining unit member who is directed by the University to engage in specified training or education as a condition of continued employment shall be maintained in a regular pay status for the period of such actual training.

1920 E.2: **Legal Leave:** Bargaining unit members shall be granted court or jury duty with pay when subpoenaed for any court or jury duty by the United States, State of Ohio, or a political subdivision including hearings held by Worker's Compensation, Unemployment Compensation and the State Personnel Board of Review, unless such duty is performed outside of the bargaining unit member's normal working hours. Evidence in the form of subpoena or other written notification shall be presented to the bargaining unit member's immediate supervisor as far in advance as possible. Bargaining unit members may retain any money received as compensation or expense reimbursement for jury duty or court attendance compelled by subpoena. All compensation in excess of fifteen dollars (\$15) per day (excluding travel allowance) received from a court or other judicial or quasi-judicial body shall be deposited with the Youngstown State University Student Accounts and University Receivables Office. However, no bargaining unit member will be paid when appearing in court for criminal or civil cases when the case is being heard in connection with the bargaining unit member's personal matters, such as traffic court,

divorce proceedings, custody appearance(s) as directed with a juvenile, etc. These absences shall be leave without pay or vacation.

1920 E.3: Military Leave: Eligible bargaining unit members shall be entitled to receive military leave under the federal and Ohio Uniformed Services Employment and Re-employment Rights Act (USERRA) to fulfill short-term (i.e., 31 consecutive calendar days or less) and extended (i.e., more than 31 consecutive calendar days) duty obligations and to obtain reinstatement after completing such service obligations.

1920 E.4: FMLA Leave: FMLA leave shall run concurrently with any paid leave of absence available to a bargaining unit member for care and treatment of such serious health condition unless otherwise specified by this Article. Eligible bargaining unit members shall be entitled to receive leave under the Family and Medical Leave Act (FMLA) to receive care for: (a) birth of a child and to care for the newborn child; (b) placement with the bargaining unit of a child for adoption or foster care; (c) a bargaining unit member's own serious health condition (including pregnancy) or to care for the bargaining unit member's child, spouse, or parent with a serious health condition; (d) qualifying exigency arising out of the fact that the bargaining unit member's spouse, child, or parent is a covered military member on active duty, or has been called to active duty, in support of a contingency operation; (e) or care for a covered service member with a serious injury or illness if the bargaining unit member is the spouse, child, parent, or next of kin of the service member. Sick, vacation and personal leave must be exhausted before taking an unpaid FMLA leave. The University shall administer FMLA leave in accordance with law.

SUB ARTICLE 1920 F PERSONAL LEAVE

1920 F.1

- A. ~~Each fiscal year effective the first full pay period in January 2019 (January 6, 2019 through January 19, 2019),~~ bargaining unit members may convert up to four (4) days of accrued but unused sick leave per fiscal year to personal leave. Personal leave may be used at the employee's discretion, subject to the University's operational needs, ~~with seven (7) days minimum notice to the University.~~ Personal leave must be taken in a minimum increment of four (4) hours. ~~The procedures for requesting of short-notice vacation in Article 18.8 will also be applied to requests for use of personal leave.~~ Personal leave shall not be scheduled for those days or weeks for which vacation time is not permitted.
- B. At the University's discretion, the use of personal time for family emergency, unforeseen family obligations, or similar emergency situations may be requested with notice of less than seven (7) days and such requests shall not unreasonably be denied.
- C. ~~Prior to this agreement, bargaining unit employees were given personal days. Any unused personal balances on hand as of December 22, 2018 will be converted to sick leave during the last full pay period of calendar year 2018 (December 23, 2018 through January 5, 2019).~~

SUB ARTICLE 1920 G DISABILITY SEPARATION AND DISABILITY RETIREMENT

1920 G.1: Disability Separation: The University may require an employee to undergo an examination, conducted by a licensed physician or licensed psychologist designated by the University, to determine the employee's physical or mental capabilities to continue to perform the duties of the position which the employee holds. The University shall pay the cost of such examination. If the employee's personal physician or psychologist differs from the University's designated physician or psychologist, the opinion of the employee's personal or physician or psychologist shall be given due professional consideration. If after review of the opinion of the employee's personal physician or psychologist, the University has substantial credible medical evidence that the employee is incapable of performing the essential job duties of the employee's position, the employee may be disability separated in accordance with the provisions of the Ohio Revised and Administrative Codes.

1920 G.2: Disability Retirement: A bargaining unit member who is eligible may apply for disability retirement in accordance with the provisions of the Ohio Public Employees Retirement System.

~~20.G.2.3: Upon the request of the University, an employee on an approved leave, paid or unpaid, must turn in all badges, weapons, radio, keys and other University property for the duration of the leave.~~

SUB ARTICLE 1920 H BEREAVEMENT LEAVE

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

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

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

SUB ARTICLE 1920 I INJURED ON DUTY LEAVE

- A. ~~If an employee suffers a duty-related injury under the circumstances listed below, the employee shall be entitled to a duty-related injury leave, and shall receive full compensation from the University as if the employee was working, for up to ninety (90) calendar days. The 90-calendar-day timeframe may be extended per the sole discretion of the University upon request from the employee. Employees will be eligible for duty-related injury leave when the injury is a direct result of.~~ An employee who is injured at

work must apply for Workers' Compensation coverage, and will exercise Injured-on-Duty (IOD) rights as set forth below. If an employee is off work for eight (8) or more days because of an injury immediately following the incident that caused the injury, the employee shall receive IOD leave from the date of injury. The employee shall be paid for all days immediately following the date of injury up to ninety (90) consecutive days until temporary total disability benefits are received. The 90-day calendar timeframe may be extended per the sole discretion of the University upon request from the employee. There shall be no loss of benefit provided by the University during the leave, except that the employee shall reimburse the University for all IOD leave benefits for the same time period covered by the temporary total disability benefits. The University will notify the Union of the placement of any bargaining unit member on IOD leave. An employee who is eligible to receive IOD leave under this Sub-Article shall be entitled to use IOD leave following the time period covered by temporary total disability benefits for ongoing medical care related to the injury covered by IOD leave.

B. To be eligible for IOD benefits, the employee, when injured, must:

- a. Submit a signed incident report detailing the nature of the injury, the date of occurrence, the identity of all witnesses and persons involved, the facts surrounding the injury, and any other information supporting granting of IOD leave;
 - b. Suffer an injury allowed by the Ohio Bureau of Workers' Compensation;
 - c. Furnish the University with a signed medical authorization for the claimed injury for the release of medical records;
 - d. Suffer lost time from employment for a period of eight (8) or more consecutive days immediately following the injury and be eligible to receive temporary total disability benefits from the Ohio Bureau of Workers' Compensation;
 - e. Assist the University in obtaining medical certification from the employee's physician of record specifying the extent of injury, the recommended treatment, the employee's inability to return to work because of the injury, and an estimated date of return, and
- a.f. Have an injury that is a direct result of:

- an automobile accident occurring during the course of duties;
- a fight, effecting an arrest or controlling a domestic violence situation, or during a SWAT team call-out for any critical incident;
- the use of a firearm, knife, chemical agent, impact weapon, or other dangerous weapon;
- an injury which is the result of being struck by a vehicle while directing traffic or investigating a traffic violation or traffic accident;
- an injury which occurs during high-risk training;
- an injury that occurs during a pursuit while on a Police Bicycle; or
- any other injury determined by the University to be the result of hazardous-force circumstances.

C. The University reserves the right to review the employee's status every thirty (30) days and require the employee to have an independent medical examination by a physician selected and paid for by the University at any time during the leave.

D. Leave may be paid at the employee's current hourly rate at the time of injury for a period not to exceed ninety (90) consecutive calendar days immediately following the date of injury.

E. If, for any reason, the employee's Workers' Compensation claim is denied or disallowed, or the employee's Workers' Compensation claim is approved but temporary total disability benefits are denied, said leave shall cease, and the employee will be required to reimburse the University for any amounts paid through this Article. The termination of leave benefits shall take effect immediately upon the issuance of any adverse workers' compensation decision and shall not be reinstated unless that decision is overturned on appeal. Reimbursement may be through a voluntary surrender of an employee's accrued but unused personal, sick or vacation time. Human Resources on a case-by-case basis will determine the rate and method of reimbursement.

IOD leave will run concurrently with FMLA leave.

F. If the employee is unable to return to work or unwilling to return to work, the University will begin proceedings for an Involuntary Disability Separation pursuant to Articles 234.2 or 1920 G.1 of this Agreement.

B.G. Subsection (A) shall not preclude any other remedies the employee may have through Workers' Compensation laws or against a third party directly. However, an employee shall not be eligible to collect simultaneously the ~~wage continuation~~ temporary total disability benefits under Workers' Compensation and the benefits defined under this Section, and the employee shall assign to the University that portion of their cause of action against any third party or parties responsible for the disability in the amount of the payments made by the University pursuant to this Section.

C. Approval of any line of duty injury leave shall be subject to the following conditions and provisions:

1. A certificate of the attending physician or surgeon certifying to the disability and cause shall be filed with the Chief of Police within ten (10) days of the date of injury. The Chief of Police shall have the right to designate a physician and/or surgeon at any time to examine the employee at any time during such disability and shall have access to and copies of all related medical, hospital and x-ray reports upon request.

2. If a disagreement arises regarding the nature of such disability between the attending physician and the examining physician/surgeon for the University, such two physicians/surgeons shall, within ten (10) days thereafter, make an examination and report his or her findings and opinion to the Chief of Police and the employee, and whose report shall be final. The University and the FOP each shall pay one-half (1/2) of such examination expense.

~~3. Should the attending physician/surgeon and the examining physician/ surgeon of the University be unable to agree upon a third physician/ surgeon, the President of the Academy of Medicine of Cleveland and Northern Ohio shall be requested to name such third physician/surgeon, whose opinion shall be acted upon and whose services shall be paid as set forth in the foregoing paragraph.~~

~~D. Within one (1) month following the execution of this Agreement, the Chief Human Resources Officer and the Union President will each appoint two (2) individuals to serve on an Injured on-Duty Leave committee. The purpose of the committee will be to review Article 21-I and to make recommendations to the University and the Union regarding revised language for this article. Should both parties agree with the recommendations, the University will recommend a Memorandum of Understanding (MOU) to the Board of Trustees and the Union will recommend the MOU to the bargaining unit membership to revise the language contained in Article 21-I. The process will be completed within seven (7) months following the execution of this Agreement. If the process is not completed within this timeframe or the parties do not reach agreement, current contract language will govern.~~

SUB ARTICLE 1920 J LEAVE DONATION PROGRAM

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

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

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

- B. Bargaining unit members may donate leave if the bargaining unit member donating meets the following criteria:
1. Voluntarily elects to donate leave and does so with the understanding that donated leave will be returned if not used;
 2. Donates a minimum of eight (8) hours; and
 3. Retains at least one hundred twenty (120) hours of sick time.
- C. Bargaining unit employees who wish to donate sick leave shall certify:
1. The name of the bargaining unit employee for whom the donated leave is intended; and
 2. The number of hours to be donated; and
 3. That the bargaining unit member will have a minimum sick leave balance of at least one hundred twenty (120) hours; and
 4. That the leave is donated voluntarily and the bargaining unit member understands that the donated leave will be returned if not used.
- D. The Leave Donation Program shall be administered by the University. Bargaining unit members using donated leave shall be considered on active pay status but shall not accrue sick or vacation leave while using donated leave. Donated leave shall be considered sick leave, but shall not be converted into a cash benefit. In order to ensure that the bargaining unit member receives pay for the appropriate pay period, the bargaining unit member or their Union representative must notify the University of the qualifying absence prior to the deadline for submission of payroll for the applicable pay period.
- E. Bargaining unit members requesting leave donation shall estimate how much leave will be needed. In response, bargaining unit members donating leave shall coordinate how much leave they intend to donate. Subject to the minimum donation requirement stated in Subsection (B) (2) above, the aggregate amount of donated leave shall not exceed the amount needed.
- F. To the extent it is possible, an equal amount of leave donated shall be taken from each bargaining unit member who has donated leave. In the event the bargaining unit member requesting leave does not use the estimated amount of leave needed, the remaining donated leave will be returned to the bargaining unit members who donated the leave.
- G. No bargaining unit members shall be compelled to donate leave.
- H. The Chief Human Resources Officer may, with the signed permission of the bargaining unit member who is in need of leave, inform bargaining unit members of the co-worker's critical need for leave. This notice shall not include the specific medical condition for

which the bargaining unit member needs the donation. The University shall not directly solicit leave donations from bargaining unit members.

ARTICLE 204 EMPLOYEE DISCIPLINE AND EMPLOYEE RIGHTS

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

Article 204 shall not apply to separation from employment due to an inability to return from a leave of absence, inability to perform the essential duties of a position, or loss of licensure or other certification required to perform a position.

204.2: Corrective action is normally progressive in nature; that is, repetitions of causes for disciplinary action should lead to progressive responses of reprimand, suspension, and removal. It is expected that most cases will be disposed of by an informal verbal warning and/or attendance counseling without formal disciplinary action; such verbal warning or counseling may be documented, but shall not be recorded in the employee's official personnel file unless connected to subsequent progressive discipline. The supervisor will follow-up with an email to the employee documenting that a verbal warning was issued. Prior to the issuance of a written reprimand, a meeting will be held between the employee and the employee's supervisor, which may include a University and Union representative. However, the seriousness of certain offenses justifies severe initial disciplinary action, including removal. Reprimands/Disciplinary actions shall be reduced in writing within a reasonable period of time, with copies provided to the employee and to the employee's official personnel file. All written reprimands shall be subject to the Grievance Procedure in Article 6, but may not be advanced beyond Step 2.

204.3: An employee who is suspended, reduced or removed shall receive written notification from the Chief Human Resources Officer or their/his/her designee stating the reason for the disciplinary action. Prior to the issuance of any suspension (except situations pending drug testing results as described in Section 204.45), reduction, or removal, the Chief Human Resources Officer or their/his/her designee will schedule a pre-disciplinary hearing, in accordance with Section 21.4, to discuss the reasons for the proposed disciplinary action, and to give the employee an opportunity to offer an explanation of the alleged misconduct. The process of the pre-disciplinary hearing and notification of discipline, if any, will be completed within sixty/thirty (360) calendar days from the day the employee is served the notice of hearing. This sixty/thirty (360) day period may be waived mutually by the University and the employee.

The employee may present testimony, witnesses, and/or documents on their/his/her behalf. The employee shall provide a list of witnesses and the name and occupation of their/his/her representative to the Chief Human Resources Officer or their/his/her designee as far in advance as possible, but no later than forty-eight (48) hours prior to the pre-disciplinary hearing. It is the employee's responsibility to notify their/his/her witnesses of the scheduled hearing. The employee and/or their/his/her representative will be permitted to ask questions of and cross-examine any

witnesses. The employee shall have the choice of whether they/he/she wishes to appear at the hearing and present oral and/or written statements, whether or not they/he/she wishes to have a Union representative present and/or whether or not to have the Union representative present oral or written statements. Further, the employee may choose to waive in writing their/his/her right to have such a pre-disciplinary hearing. After the pre-disciplinary hearing, the Chief Human Resources Officer, or their designee, shall send via hand-delivery or by email to a suspended, reduced, or removed bargaining unit member written notification stating the reasons for the suspension, reduction or removal. The parties agree that orders of suspension, reduction or removal shall be treated as confidential personnel matters between the University and the employee unless the employee wishes to consult the Union in the matter, in which case it shall be the sole responsibility of the employee involved to communicate with the Union. If the suspension, reduction, or removal is subsequently grieved, the Step 2 hearing will be optional, however, a Step 2 disposition will be issued in a timely manner.

21.4: Pre-Disciplinary Hearings: Prior to a pre-disciplinary hearing, the employee will be given written notification of the hearing date and specifications of the charges. The pre-disciplinary hearing will be conducted by a neutral hearing administrator appointed by the University. At the hearing, the hearing administrator will ask the employee or his/her representative to respond to the allegations of misconduct as contained in the written notice of the hearing. The employee may present testimony, witnesses, and/or documents on his/her behalf. The employee shall provide a list of witnesses and the name and occupation of his/her representative to the Chief Human Resources Officer or his/her designee as far in advance as possible, but no later than forty-eight (48) hours prior to the pre-disciplinary hearing. It is the employee's responsibility to notify his/her witnesses of the scheduled hearing. The employee and/or his/her representative will be permitted to ask questions of and cross-examine any witnesses.

Within ten (10) working days following the pre-disciplinary hearing, the hearing administrator will prepare a written report of their/his/her findings, and will provide a copy to the employee. The Chief Human Resources Officer will act on the hearing administrator's recommendation within ten (10) working days of receipt of the recommendation. The process of the pre-disciplinary hearing and notification of discipline, if any, will be completed within thirty (30) calendar days from the day the employee is served the notice of hearing. This thirty (30) day period may be waived mutually by the University and the employee.

204.45: Drug and Alcohol Testing Program:

A. The University and the F.O.P. have a mutual interest in promoting the treatment and rehabilitation of employees involved in the improper/legal use of drugs or the abuse of alcohol. A drug and alcohol testing program serves to promote the parties' interest in a drug-free workplace. All bargaining unit members must abide by University Policy 3356-7-20, Drug-Free Environment.

A-B. A member of the bargaining unit may be required to submit to a test to determine the improper/legal use of drugs or to determine that the employee is under the influence of alcohol while on duty. The test will be conducted by a medical facility or drug/alcohol testing site, or will be conducted on campus.

- ~~B.C.~~ Requiring an employee to submit to such a test must be based on a reasonable suspicion that the employee has been using any drug, ~~or~~ narcotic or alcohol and that this use may present a risk to ~~their~~~~his/her~~ safety or that of fellow employees or the public. Reasonable suspicion standards and testing procedures shall be based on University Policy 3356-7-20, effected December 1, 2016~~specific, objective observations concerning the appearance, behavior, speech, or body odors of an employee, including but not limited to slurred speech, erratic and/or unaccounted-for changes in behavior, dilated pinpoint pupils, mood swings, or other similar observable behaviors and credible report of use or being under the influence of substances.~~ The University also has the right to randomly test bargaining unit employees. Drug and alcohol screening/testing shall be conducted for administrative purposes and the results shall not be used in any criminal proceedings.
- ~~C.D.~~ A supervisor who orders a drug test when there is a reasonable suspicion of the use of any drug, narcotic or alcohol shall forward a report containing the facts and circumstances directly to the Chief of the YSU Police. The employee shall be verbally advised of the reasonable suspicion at the time of the test and receive a written statement of the same reasonable suspicion within twenty-four (24) hours of the test.
- ~~D.E.~~ Test results reporting a presence of alcohol, illegal drugs, or narcotics, or the use of prescription drugs without a prescription, or the abuse of any over-the-counter drugs will be submitted to the Chief of the YSU Police for further action. Abuse of prescribed medication shall be treated the same as non-prescribed use.
- ~~E.F.~~ All drug testing shall be conducted by laboratories certified by the State of Ohio or the federal government. All alcohol breath tests shall be administered by a trained breath alcohol technician. The procedure utilized by the drug testing lab shall include a chain of custody and control and split sample collection and testing.
- ~~F.G.~~ All specimens identified as positive on the initial drug test (screen) shall be confirmed through the use of the gas chromatography/mass spectrometry method of detection, or any other method that is professionally recognized as being as or more accurate than the gas chromatography/mass spectrometry method of detection. In the event the initial and confirmatory test results are positive, the employee is entitled to have the split sample tested in the same manner prescribed above at the employee's expense. This test will be given the same evidentiary value as the two (2) previous tests. If at any point the results of the drug or alcohol testing procedures conducted by the University are negative, all further testing and administrative actions related to drug/alcohol testing shall be discontinued.
- ~~G.H.~~ An employee who is required to submit to a reasonable suspicion drug or alcohol test will be suspended pending receipt of the test results or may be assigned duties that will not pose a threat to the employee or any other person until the results of the test are known. If the test results indicate that ~~he/she was~~~~they were~~ not under the influence of alcohol or improper use of illegal drugs, the employee shall be paid for the time ~~they were~~~~he/she was~~ suspended, and no record of the suspension will be maintained in the employee's personnel file. However, if an incident (e.g., car accident) is linked to the reasonable suspicion resulting in the testing, a record of the incident shall be placed in the employee's personnel file. An employee who has a confirmed, positive drug or alcohol test (reasonable suspicion, random or follow-up) will be subject to disciplinary action. If the employee agrees to enter and

successfully complete a rehabilitation program, the disciplinary action will not exceed thirty (30) calendar days for the first offense. Thereafter, for a period of two (2) years, the employee will be subject to periodic follow-up drug testing as well as the reasonable suspicion and random testing defined above.

- ~~H.I.~~ The random testing pool shall be made up of bargaining unit employees. Random testing may be conducted up to four (4) times in a calendar year and may include up to 30% of the pool.

~~201.56:~~ If a bargaining unit member is to be questioned orally concerning possible disciplinary action by the Chief of the YSU Police or another University administrator, the employee shall be advised in advance of the general nature and reason for the questioning and that ~~they have~~~~he/she~~ ~~has~~ the right to be accompanied by a representative(s) of ~~their~~~~his/her~~ choice, who may be an F.O.P. representative. The role of the F.O.P. representative is non-adversarial. However, the F.O.P. representative does have the right to assist and counsel the employee during the meeting but may not interfere with the orderly process of the that meeting. Such meetings will be scheduled immediately before or after the employee's work shift, or during the employee's work shift, to the extent such scheduling is feasible. The employee will be in active pay status during such meetings.

~~201.67:~~ A bargaining unit member who is involved in a departmental investigation may be required to submit to a polygraph examination. Relevant questions asked in a polygraph must be narrow and specific in scope dealing only with the matter being investigated. When a bargaining unit member is required to submit to a polygraph, the information developed from the results may only be used for administrative purposes and shall not be used for any subsequent criminal proceedings. A bargaining unit member may not refuse to submit to a polygraph examination under the circumstances listed above. If the request for the polygraph results from an accusation made by another bargaining unit member(s), the bargaining unit member required to take the polygraph may request that ~~their~~~~his/her~~ accuser(s) also submit to a polygraph examination. Such requests will be granted. Polygraph examinations may not be given by employees of the YSU Police Department, the Vice President for AdministrationLegal Affairs and Human Resources or any members of the Human Resources Department.

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

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

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

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

204.10: The refusal of a bargaining unit member to answer questions in connection with a matter involving employee discipline shall not be cause for disciplinary action against the bargaining unit member unless they have he/she has been so advised of the fact.

ARTICLE 212 UNIFORMS AND EQUIPMENT

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

212.2: Each member of the bargaining unit who at the direction of the University wears a uniform while performing their his/her duties shall receive an initial uniform allowance of seven hundred fifty dollars (\$750) at the time he/she is they are appointed or are is directed by the University to wear a uniform while on duty. If an employee resigns or is separated from the University less than one year following their his/her initial appointment, they he/she shall reimburse the University on a prorated basis for the cash value of the initial uniform allowance. With the exception of University Dispatchers, each member of the bargaining unit who serves longer than one year and who is in work status (actively employed, on approved paid leave, or unpaid FMLA) more than fifty percent (50%) of the preceding fiscal year shall receive:

(1) an annual uniform and maintenance allowance of one thousand two hundred dollars (\$1,300) which will be paid at the end of the first full pay period in the month of July 20182021;

2) an annual uniform and maintenance allowance of one thousand two hundred fifty dollars (\$1,30250) which will be paid at the end of the first full pay period in the month of July 201922; and

3) an annual uniform and maintenance allowance of one thousand three hundred dollars (\$1,300) which will be paid at the end of the first full pay period in the month of July 202324.

University Dispatchers will be paid an annual uniform and maintenance allowance in the manner described in the foregoing sentence but will receive eight hundred dollars (\$800) annually.

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

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

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

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

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

ARTICLE 223 LAYOFF AND RECALL

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

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

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

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

~~223.5:~~ The office of Human Resources shall notify each employee of ~~their/his/her~~ layoff and, if available, displacement rights, ~~fourteen (14)~~ days prior to the effective date of ~~their/his/her~~ layoff.

~~223.6:~~ The office of Human Resources will prepare and have available for inspection a list of laid-off employees who are available for recall in each classification involving layoffs. The list will be arranged in descending order with the laid-off employee with the earliest date of full-time appointment beginning the list. Employees will be recalled in a descending order from the list beginning with the employee with the earliest date of full-time appointment. The list for each laid-off classification shall be active for ~~twelve (12)~~ months.

~~223.7:~~ The University will not hire new employees to perform bargaining unit duties while one or more employees who performed their duties previously are in active layoff status.

ARTICLE 234 SEPARATION

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

234.2: Disability Separation: If, in the judgment of the employee's physician, or a physician designated by the University, a non-probationary employee is physically or mentally incapable of performing all the duties of ~~their/his/her~~ position, and ~~he/she has they have~~ exhausted all paid leave and all Family and Medical leave, the University shall consider reasonable accommodations and knowledge, skill, and abilities which may transfer to a vacant position first in the bargaining unit, or outside of the bargaining unit, and the applicable rules for application for disability under OPERS. Employees may be placed on a disability separation leave.

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

234.4: Requests for reinstatement ~~following from~~ disability separation shall be submitted in writing to the office of Human Resources no later than ~~twenty-four~~ (24) months from the effective date of the disability separation. The University will arrange for its designated physician to examine the employee to determine if the employee is medically capable of performing all the duties of the employee's position. The cost of the examination shall be paid by the University. The University will consider any medical information provided by the employee's physician, provided the employee has taken any action required to release or provide such information.

~~234.5:~~ A bargaining unit member who severs employment with the University for any reason shall be paid in full for all unused vacation time and compensatory time at the current hourly rate of pay. The current hourly rate of pay shall include the educational increment (Article 4.5) but shall not include any shift differential.

~~234.6:~~ In the event a Sergeant requests to be returned to the rank of Police Officer 2, such a request shall be granted by the University. Within 30 days of the request, the Sergeant shall be adjusted in pay and classification to a Police Officer 2. The member shall not lose any classification seniority for such voluntary reduction in rank. In other words, all of the time the employee spent as a full-time Sergeant before making the request to return to the Police Officer 2 classification will count toward ~~their/his/her~~ classification seniority as a Police Officer 2.

In the event the request is made during an ongoing shift cycle, the Sergeant shall not bid or bump any member until the next regularly scheduled shift bid rotation, then at such time the member shall bid as a Police Officer 2 with the appropriate classification seniority. Such mid-bid cycle procedure may be modified by the University to accommodate the reduction in rank and need for supervision and shift equalization (the University may allow the reduced member to move shifts prior to shift bidding).

ARTICLE 245 RETIREMENT

~~25.1: To the extent permitted by law, the mandatory retirement age for all members of the bargaining unit shall be 70. A member of the bargaining unit shall be permitted to complete the fiscal year during which they/he/she reaches the age of 70.~~

~~245.12:~~ A bargaining unit member who retires shall be entitled for an unlimited period of time, on the same basis as bargaining unit members, to use of the library, Bookstore discount, tickets for University functions, use of Beeghly Center and other recreational facilities. Retired bargaining unit members will be eligible to purchase a parking permit annually for the annual parking fee established by the University. Retirees, their spouses and dependent children until they reach the end of the academic year of age twenty-five (25) shall be eligible for remission of all instructional fees. (See Article 304). Effective Fall Semester 2022, retirees, employees, spouses and dependent children shall pay for twenty percent (20%) of the cost of online instruction provided by the University and offered in partnership with Academic Partnerships or any successor.

~~245.23:~~ If a member of the bargaining unit dies, ~~their/his/her~~ unmarried spouse and dependent children until they reach the end of the academic year of age twenty-five (25) shall remain entitled to the benefits specified in Section 245.2 above.

~~245.34: Sick Leave Conversion:~~ A bargaining unit member who retires with ten (10) or more years of full-time University service is entitled to conversion to cash payment of part of ~~their/his/her~~ accrued but unused sick leave.

~~Effective July 1, 2016,~~ The cash payment of accrued but unused sick leave shall be twenty-five percent (25%) of accrued but unused sick leave of the first nine hundred sixty (960) hours, for a maximum payment of two hundred forty (240) hours.

All accrued sick leave shall be eliminated from an employee's record upon sick leave conversion. Such payment shall be made only once to an individual. Sick leave conversion does not apply to separation or termination other than retirement. "Retirement" as used in this section refers to retirement under the provisions of one (1) of the Ohio public retirement systems at the time of separation and requested sick leave conversion.

~~245.45:~~ The University shall allow officers who retire to purchase the issued service weapon for \$1.00 upon retirement. "Retirement" as used in this section refers to retirement under the provisions of one (1) of the Ohio public retirement systems at the time of separation.

~~245.56:~~ The University shall provide all retired officers with a retirement identification card and badge. Retired officers shall be entitled to obtain weapons qualification to comply with retired officer concealed carry legislation.

ARTICLE 256 MISCELLANEOUS

~~256.1:~~ Bargaining unit members performing assigned and authorized University duties off-campus shall be reimbursed for travel in their privately-owned vehicles at the rate established by the Board of Trustees.

~~256.2:~~ Members of the bargaining unit shall receive a discount of twenty percent (20%) on all purchases in excess of five dollars (\$5.00) made on items sold by the University Bookstore. This discount shall be available only for goods purchased by the employee for ~~their/his/her~~ personal use or for the personal use of their immediate families. Abuse of this privilege shall be grounds for suspension of the individual employee's privilege. Members of the bargaining unit shall be entitled to a fifty percent (50%) discount on University Theater and Athletic tickets, for the use of the bargaining unit member or their immediate families.

~~256.3:~~ Members of the bargaining unit who obtain parking permits will have regular access to University parking lots, with the exception of the visitor's lots and specifically designated spaces. ~~The Union will annually appoint a bargaining unit member to be a member of the University's Parking and Traffic Committee.~~ The parties agree to meet and confer over any requests made by the University for additional spaces and lots needed for visitors or special events.

~~256.4:~~ Members of the bargaining unit who serve on any authorized University committee and must attend meetings of the committee outside ~~their/his/her~~ normal working hours will receive one and one-half times the actual hours of attendance added to their compensatory time balance.

~~256.5: Honor Guard: Honor Guard will be considered as bargaining unit members who wear the recognized Honor Guard uniform approved by the chief.~~ If the Chief of the YSU Police Department authorizes the use of the department honor guard at any function, the officer will be compensated with a minimum of four (4) hours of compensatory time or time and one half whichever is greater.

~~256.6: Andrews Student Recreation and Wellness Center:~~ Members of the bargaining unit shall have access to the Andrews Recreation and Wellness Center during normal operating hours. In addition, dependent children aged 18 or older and spouses of bargaining unit members shall have access to the Andrews Recreation and Wellness Center during non-peak hours as indicated by the Director of the Wellness Center and based on utilization data for an annual fee of one hundred dollars (\$100) per person or two hundred dollars (\$200) per family. At the beginning of each semester, non-peak hours shall be defined and that information distributed to all employees.

ARTICLE 267 SEVERABILITY

~~267.1:~~ The parties intend that this Agreement shall in all respects be construed and applied in a manner not inconsistent with applicable statutes and court decisions and regulations properly enacted thereunder. In the event any provision of this Agreement shall be determined by appropriate authority to be contrary to any statute or regulation, such provision alone shall become thenceforth invalid and of no effect, but the remainder of this Agreement shall not thereby be deemed illegal or unenforceable. The parties agree to meet promptly to discuss any decision which renders any portion of this Agreement null and void.

~~267.2:~~ Any provision of this Agreement which is found contrary to law but becomes legal during the life of this Agreement, shall take immediate effect upon the enactment of enabling legislation.

~~267.3:~~ Nothing in this Agreement shall be construed to prohibit or restrict the right of the University or the F.O.P. to take action to comply with the Americans with Disabilities Act.

ARTICLE 278 NO STRIKE/NO LOCKOUT

~~278.1:~~ The University and the F.O.P. agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the University and the F.O.P. to avoid work stoppages and strikes.

~~278.2:~~ Neither the F.O.P. nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the University for the duration of this Agreement. The F.O.P. shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this Section, provided that the F.O.P. meets all of its obligations under this Article.

~~278.3:~~ The F.O.P. shall, at all times, cooperate with the University in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause. In the event of a violation of the "no-strike" clause, the F.O.P. shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the University is in violation of this Agreement, unlawful and not sanctioned or approved of by the F.O.P. The F.O.P. shall advise the employees to return to work immediately.

278.4: A violation of the provisions of Article 278 by a member of the bargaining unit shall be grounds for disciplinary action, including removal or separation.

278.5: The University shall not lock out any bargaining unit members for the duration of this Agreement.

ARTICLE 289 CONTRACTING

The University reserves the right to contract for services. However, the University agrees that it will not lay off members of the bargaining unit in the exercise of this right.

289.1 The University retains the right to contract for services. It is not the intent of the University to contract out or subcontract bargaining unit work that will result in the layoff of bargaining unit members for reasons other than to create greater efficiencies; achieve cost savings; participate in initiatives for shared services arrangements, council of governments, the Inter University Council, other public-public or public private partnerships and consortium; to improve operational effectiveness, or as otherwise may be described in Article 8.

289.2 Prior to making a decision to contract or subcontract out work that will result in the layoff of bargaining unit members, the Union shall be given, upon request, the opportunity to meet with the University and to discuss what options/alternatives may be available to maintain the work in the bargaining unit.

289.3 The University shall give the Union sixty (60) calendar days advance written notice of its intent to contract or subcontract out work that will result in the layoff of bargaining unit members. Within ~~fourteen (14) working~~ days of notice from the University, the Union shall be given, upon request, the opportunity to meet with the University and discuss what options or alternatives may be available to maintain the work in the bargaining unit. The meeting shall take place within ~~ten (10) working~~ days of the Union's request, unless otherwise agreed by the parties. Within ~~fourteen (14) working~~ days of the parties' meeting, the Union may provide alternatives to the University's intended action for its consideration. The University will give serious consideration to the Union's alternative solution in reviewing its intended action.

289.4 In addition to the above, the Union shall have the right, upon request, to negotiate the impact of the intended actions of the University to contract or subcontract out bargaining unit work that will result in the layoff of bargaining unit members.

289.5 In the event of a dispute relating to the terms of this Article, the Union shall have the right to file a grievance pursuant to Article 6.

289.6 The University may utilize the procedures contained in Sections 289.2-289.5 for a maximum of two (2) positions for the life of this Agreement that will result in employee layoffs.

289.7 The University retains the sole right to make the final determination as to whether or not to contract services that do not result in the layoff of bargaining unit members.

289.8 It is not the intent of the parties to limit the University's right to contract for major project(s) requiring outside expertise and/or that fall beyond the scope of regular bargaining unit work and/or workload.

ARTICLE 2930 HEALTH AND SAFETY

2930.1: The parties agree that it is the goal of the University and the F.O.P. that the University be a place in which bargaining unit members enjoy a safe and healthful environment. To accomplish this, the University will endeavor to assure compliance with all federal, state, and local statutes pertaining to health, safety, and the environment. Both parties recognize that it will be the University's responsibility to provide all bargaining unit members the necessary training, equipment, and written procedures necessary to conduct their job in a safe and healthful manner. Both parties also recognize that it will be the bargaining unit member's responsibility to follow University health and safety policies which may include the wearing of personal protective equipment and the mandatory attendance of training seminars. It is understood that all mandatory training will be offered in accordance with the Training Leave provision of Sub Article 1930 E.1. It is further recognized that any violation of University safety policies by bargaining unit members may result in disciplinary action by the University.

2930.2: In order to assure the Union an opportunity to provide input on matters related to safety, the President of the Union shall designate one (1) bargaining unit member to serve on the University Safety Committee each year.

2930.3: If a bargaining unit member feels that ~~they/he/she~~ has been assigned to work under unsafe or unhealthful conditions unrelated to the risks inherent in the duties of a police officer, ~~they/he/she~~ shall report the situation immediately to ~~their/his/her~~ supervisor. If the bargaining unit member disagrees with the supervisor's response to the situation, ~~they/he/she~~ may report the situation to the Director of Environmental and Occupational Health and Safety or ~~their/his/her~~ designee. The bargaining unit member(s) shall not be required to continue performing the duties in question pending the inspection by the Director of Environmental and Occupational Health and Safety or ~~their/his/her~~ designee, but may be assigned other duties. The bargaining unit member(s) shall not leave the campus. The Director of Environmental and Occupational Health and Safety or ~~their/his/her~~ designee shall inspect the situation immediately and deliver a verbal report on the scene, to be followed by a written report of the situation within three (3) days. The Director of Environmental and Occupational Health and Safety or ~~their/his/her~~ designee shall be empowered to order the immediate halt of any operation or activity which in ~~their/his/her~~ judgment is unsafe or unhealthful.

2930.4: The University will continue to provide optional safety training courses to members of the bargaining unit; those enrolled in such courses will be on active pay status if they are scheduled to work during the time the course is taught.

2930.5: All recommendations of the Safety Committee shall be responded to by the Director of Environmental and Occupational Health and Safety or ~~their/his/her~~ designee, in writing, indicating whether the recommendations will be implemented or rejected. If the recommendation is rejected, the response will indicate reasons for rejection. If the recommendation is approved, the response will indicate the approximate date of implementation.

~~2930.6:~~ Contingent upon approval by the Director of Environmental and Occupational Health and Safety, every month each sworn officer shall be entitled to use the Beechly Firing Range for no more than one (1) hour; an employee who uses this facility shall remain in active pay status and on standby status. Police officers who are off duty and who use the firing range, as provided in this article shall not be in active pay status. Access to the Beechly Firing Range will be limited to authorized personnel designated by the Chief of the YSU Police Department during periods when the range is reserved for YSU officers.

ARTICLE 30~~4~~ INSTRUCTIONAL FEE REMISSION

~~304.1:~~ Children and spouses of bargaining unit members shall be granted remission for instructional fees at YSU, including out-of-state instructional fees where applicable. "Children" are the biological, legally adopted or step-children of a bargaining unit employee. Children shall be eligible for remission to the end of the academic year of age twenty-five (25). Bargaining unit members must provide any information requested by the University such as copies of marriage licenses, birth certificates and certificates of adoption to assist the University in determining that the child or spouse is eligible for tuition remission. Bargaining unit members must also properly complete the University's application/affidavit in order to receive tuition remission. Bargaining unit members shall receive remission of instructional and general fees at YSU, including out-of-state fees where applicable, for up to eighteen (18) semester hours per academic year and six (6) semester hours each summer term. Remission of the general fee shall be granted to members of the bargaining unit only. Bargaining unit members who retire during the term of this Agreement shall continue to be eligible for the fee remission described above, and their dependents (children and spouse) shall continue to be eligible for fee remission for dependents, as described above, to include remission of instructional fees. The dependents (children and spouse) of any bargaining unit member who dies during the term of this Agreement shall continue to be eligible for fee remission as described above, to include remission of instructional and general fees, until dependent children reach the end of the academic year of age twenty-five (25) and as long as the surviving spouse remains unmarried. Effective Fall Semester 2022, retirees, employees, spouses and dependent children shall pay for twenty percent (20%) of the cost of online instruction provided by the University in partnership with Academic Partnerships or any successor.

~~304.2:~~ On a case-by-case basis, the University will consider requests by bargaining unit members to attend classes at YSU during normal work hours, which may include the employee's use of compensatory time, vacation or the opportunity to work either before or after their normal work shift to compensate for the time spent in class.

ARTICLE 31~~2~~ PROBATION AND PROMOTION

~~312.1:~~ **Probationary Periods:** Each employee appointed to a position in the bargaining unit shall serve a probationary period. For University Police Officer 1 and University Police Sergeant, the probationary period shall be ~~six (6)~~ twelve months excluding periods of sick leave of twenty (20) sick leave days or longer, or leave without pay of more than one (1) week. For University Dispatcher, the probationary period shall be ~~six (6)~~ twelve months in addition to the time in training for the certification by the Ohio Peace Officers Training Council. Each probationary employee

shall be evaluated in accordance with the provisions of Article ~~15~~⁶ ("Evaluations"). If the performance of a probationary employee is deemed unsatisfactory, ~~their~~^{his/her} employment at the University or in the YSU Police Department may be terminated with two (2) weeks' notice during the probationary period. In lieu of the two-week notice, the University may pay the individual for eighty (80) hours at his/ her hourly rate of pay. A probationary employee who is separated from employment will be given a written statement of reasons for ~~their~~^{his/her} separation. Separation of a probationary employee may not be advanced to arbitration under the provisions of Article 6 ("Grievance Procedure"). Members of the bargaining unit who are promoted from one classification to another within the bargaining unit shall serve a six-month probationary period; if their performance is deemed unsatisfactory in the position to which they have been promoted, they will be reinstated to the position from which they were promoted, rather than being separated.

~~312.2:~~ If the University fills one (1) or more positions of University Dispatcher or University Law Enforcement Supervisor, it will consider qualified applicants from within the bargaining unit before considering candidates who are not members of the bargaining unit. However, the University's selection of a candidate to fill the position of University Law Enforcement Supervisor is not arbitrable. The University will consider the applicant's education, related work experience, performance evaluations, and length of University service in a position or positions related to the position for which ~~they are~~^{she is} applying.

~~312.3:~~ When the University decides to fill a vacant Sergeant position or a new Sergeant position is created, the position shall be filled by a competitive examination and an Assessment Center process from the University police officers who are qualified. Prior to the close of applications, for any examination administered ~~on or after January 1, 2017~~, those qualified must have a minimum of four years of service as a regular full-time University police officer.

- A. The examination shall be administered by a vendor chosen by the University. An assessment panel chosen by the University will assess the candidates and report its findings to Human Resources (~~Director of Talent Acquisition, Processing, and Employee Records~~ Executive Director HR Operations or successor title).
- B. The notice of promotional examination shall be announced fourteen (14) calendar days prior to an announcement on the University applicant tracking system. The announcement shall be made by a member of the Human Resources staff via an email message to all union associates. A copy of the announcement shall be posted on the FOP bulletin board. The promotional opportunity shall be announced on the University applicant tracking system and will include: the position title; duties; minimum qualifications; licenses or certifications; the announcement date and the date the position announcement closes. Only bargaining unit members who are qualified for the promotional opportunity and apply prior to the close of the position announcement shall be tested. A bargaining unit member requesting a testing accommodation must submit the request in writing to the Human Resources Benefits Manager at least fourteen days prior to scheduled testing. Bargaining unit members may be required to provide additional information to support their request.
- C. Within fourteen (14) days following the close of the promotional opportunity on the applicant tracking system, a list of all promotional examination resources

materials shall be made available to qualified bargaining unit members. The University will assure that the required materials are available from vendors. The cost of any such materials will be borne by the applicant.

- D. Applicants shall have a minimum of ninety-sixty (960) work days to prepare for the promotional testing. All testing shall be administered on campus.
- E. The promotional materials shall consist of not more than five research books or materials related to specific subjects. The YSU Police manual shall be included as one of the five books or research materials.
- F. All bargaining unit members shall be notified of their individual test results within forty-eight (48) hours of the scoring. All bargaining unit members shall be provided with the scores of all tested police officers in numerical order. No employee shall be identified by name except on theirhis-or-her individual test score.
- G. The following preferences shall be added to a candidate's test score:
 - 1. **Military:** Military veterans with an honorable discharge (DD-214 or DD-256) shall receive a ten (10) point preference added to theirhis-or-her test score.
 - 2. **Educational:** Candidates shall receive either a five (5) point preference added to theirhis-or-her test score for an associate degree in Criminal Justice or a related field or a ten (10) point preference added to theirhis-or-her score for a bachelor's degree in Criminal Justice or a related field. There shall be no pyramiding of this preference.
 - 3. **Longevity:** Candidates shall receive a one (1) point preference added to his or her test score for each year of service as a bargaining unit employee beyond five (5) years.

The maximum aggregate amount of all preference points shall not exceed fifteen (15) points.

- H. Applicants must score a minimum of seventy percent (70%) on the written test, exclusive of any preference points, to advance for assessment.
- I. The Assessment Center team will consist of persons who are not YSU employees and from the Ohio Chiefs of Police Association or similar organization. Assessment Center team members must have experience in law enforcement supervision in a leadership role of lieutenant or above. FOP shall be permitted to have an observer attend Assessment Center team meetings, provided that the FOP identifies the observer no later than thirty (30) before the Assessment Center team's first meeting.

~~J. The written test score plus any preference points shall count for forty percent (40%) of the candidate's total score, while the Assessment Center team evaluation shall count for sixty percent (60%) of the total score.~~

~~K. An Eligibility List expires two years after the examination has been scored.~~

APPENDIX ~~AF~~
~~GRIEVANCE FORM~~
GRIEVANCE FORM

Grievance # _____

Date Filed _____

Filed Through F.O.P.
Grievance Committee

Filed Independently
of F.O.P.

~~APPENDICES A THROUGH E HAVE BEEN DELETED~~

Name of Grievant: _____

Home Address: _____

Date Cause of Grievance Occurred: _____

Statement of Complaint of Grievant: (Attach supporting documents if appropriate)

Section of Agreement Alleged to Have Been Violated:

Remedy Sought:

Grievant's Signature Date

cc: Grievant, AVP/Chief Human Resources Officer, F.O.P., Chief of YSU Police, Director of Labor Relations~~Vice President for Administration~~

APPENDIX BG: YSU EVALUATION OF FOP BARGAINING UNIT MEMBER

PERFORMANCE STANDARDS FOR DISPATCHERS: Dispatchers in the FOP bargaining unit shall be evaluated according to the following Categories:

1. Knowledge of law enforcement laws and procedures
2. Knowledge of communication procedures (i.e., radio, telephone, LEADS, Kidde Card, etc.)
3. Preparation of reports (i.e., written reports, communications, logs, etc.)
4. Appearance
5. Attitude/Personality
6. Dependability
7. Initiative
8. Cooperation with Supervisor
9. Judgment
10. Public Relations

Dispatchers in the FOP bargaining unit shall be evaluated on the following rating scale for each category:

- 0 = Poor
- 1 = Needs Improvement
- 2 = Adequate
- 3 = Average
- 4 = Good
- 5 = Very Good
- 6 = Excellent

Dispatchers in the FOP bargaining unit shall be evaluated on the following overall rating scale:

- 0-8 points: Poor
- 9-16 points: Needs Improvement
- 17-24 points: Adequate
- 25-33 points: Average
- 34-42 points: Good
- 43-51 points: Very Good
- 52-60 points: Excellent

PERFORMANCE STANDARDS FOR POLICE OFFICERS: Police Officers in the FOP bargaining unit shall be evaluated according to the following Categories:

1. (A) Firearms Proficiency
(B) Certification by the Ohio Peace Officers Council
2. Knowledge of law enforcement laws and procedures
3. Knowledge of communication procedures (i.e., radio, telephone, LEADS, Kidde Card, etc.)
4. Preparation of Reports (i.e., written reports, communications, logs, etc.)
5. Appearance

6. Attitude/Personality
7. Dependability
8. Initiative
9. Cooperation with Supervisor
10. Judgment
11. Public Relations

Police Officers in the FOP bargaining unit shall be evaluated on the following rating scale for each category (excluding Firearms Proficiency and Certification of Ohio Peace Officers Council, which are rated as Pass/Fail and Yes/No, respectively):

- 0 = Poor
- 1 = Needs Improvement
- 2 = Adequate
- 3 = Average
- 4 = Good
- 5 = Very Good
- 6 = Excellent

Police Officers in the FOP bargaining unit shall be evaluated on the following overall rating scale:

- 0-8 points: Poor
- 9-16 points: Needs Improvement
- 17-24 points: Adequate
- 25-33 points: Average
- 34-42 points: Good
- 43-51 points: Very Good
- 52-60 points: Excellent

COMMENTS AND FINAL ACTION: The evaluation shall also include comments by the Evaluator, the Chief of Police, and the bargaining unit member and action by Human Resources

FORMAT: The University reserves the right to change the format and the medium to display, use and store the evaluation.

DISPOSITION: A copy of the evaluation is electronically stored and available to the staff member at the time of completion for review and acknowledgement.

APPENDIX G

APPENDIX G

YOUNGSTOWN STATE UNIVERSITY
UNIVERSITY DISPATCHER PERFORMANCE EVALUATION

NAME OF EMPLOYEE:		TYPE OF EVALUATION	
CLASSIFICATION:		Probationary <input type="checkbox"/>	Midpoint <input type="checkbox"/> Final <input type="checkbox"/>
		Annual <input type="checkbox"/>	
CATEGORIES	RATING	POINTS	
1. Knowledge of law enforcement laws and procedures	0 1 2 3 4 5 6		
2. Knowledge of communication procedures (i.e., radio, telephone, Leads, Kilde Card, etc.)	0 1 2 3 4 5 6		
3. Preparation of reports (i.e., written reports, communication logs, etc.)	0 1 2 3 4 5 6		
4. Appearance	0 1 2 3 4 5 6		
5. Attitude/Personality	0 1 2 3 4 5 6		
6. Dependability	0 1 2 3 4 5 6		
7. Initiative	0 1 2 3 4 5 6		
8. Cooperation with Supervisor	0 1 2 3 4 5 6		
9. Judgment	0 1 2 3 4 5 6		
10. Public Relations	0 1 2 3 4 5 6		
TOTAL POINTS:			
Range Legend	0 - Poor	Overall Evaluation:	0 - 8 points Poor
1 - Needs Improvement	9 - 16 points		09 - 16 points Needs Improvement
2 - Adequate	17 - 24 points		17 - 24 points Adequate
3 - Average	25 - 33 points		25 - 33 points Average
4 - Good	34 - 42 points		34 - 42 points Good
5 - Very Good	43 - 51 points		43 - 51 points Very Good
6 - Excellent	52 - 60 points		52 - 60 points Excellent
Evaluator's Comments:			
		Signature	Date
Director of YSU Police Comments:			
		Signature	Date
Employee's Comments:			
		Signature	Date
Human Resources Action:			
		Signature	Date

Rev 07/00

YOUNGSTOWN STATE UNIVERSITY
UNIVERSITY POLICE OFFICER PERFORMANCE EVALUATION

NAME OF EMPLOYEE:		TYPE OF EVALUATION	
CLASSIFICATION:		Probationary <input type="checkbox"/>	Midpoint <input type="checkbox"/> Final <input type="checkbox"/>
		Annual <input type="checkbox"/>	
CATEGORIES	RATING	POINTS	
1. (A) Firearms Proficiency (B) Certification by the Ohio Peace Officers Council YES/NO	0 1 2 3 4 5 6		
2. Knowledge of law enforcement laws and procedures	0 1 2 3 4 5 6		
3. Knowledge of communication procedures (i.e., radio, telephone, Leads, Kilde Card, etc.)	0 1 2 3 4 5 6		
4. Preparation of reports (i.e., written reports, communication logs, etc.)	0 1 2 3 4 5 6		
5. Appearance	0 1 2 3 4 5 6		
6. Attitude/Personality	0 1 2 3 4 5 6		
7. Dependability	0 1 2 3 4 5 6		
8. Initiative	0 1 2 3 4 5 6		
9. Cooperation with Supervisor	0 1 2 3 4 5 6		
10. Judgment	0 1 2 3 4 5 6		
11. Public Relations	0 1 2 3 4 5 6		
TOTAL POINTS:			
Range Legend	0 - Poor	Overall Evaluation:	0 - 8 points Poor
1 - Needs Improvement	9 - 16 points		09 - 16 points Needs Improvement
2 - Adequate	17 - 24 points		17 - 24 points Adequate
3 - Average	25 - 33 points		25 - 33 points Average
4 - Good	34 - 42 points		34 - 42 points Good
5 - Very Good	43 - 51 points		43 - 51 points Very Good
6 - Excellent	52 - 60 points		52 - 60 points Excellent
Evaluator's Comments:			
		Signature	Date
Director of YSU Police Comments:			
		Signature	Date
Employee's Comments:			
		Signature	Date
Human Resources Action:			
		Signature	Date

Rev 07/00

APPENDIX C-H
STANDARDS OF PROFICIENCY

YSU/F.O.P. STANDARDS OF PROFICIENCY: FIREARMS

Armed officers who are members of the YSU-F.O.P. bargaining unit shall meet and maintain the following standards of proficiency with firearms, in accordance with the provisions of Article 168 of the Agreement.

A. General Provisions:

1. All officers will be considered in active pay status during qualifications.
2. Firearms qualifications will be conducted at least once annually.
3. At the range, each officer's weapon(s) will be inspected by the range officer before being fired by the officer.
4. The bullet load for qualifications will be the same that is carried for duty.
5. An officer may use speed loaders/speed strips or magazines to reload their/his/her weapon during qualifications.
6. Each officer's target will be scored at the range in the presence of the officer. Also, a copy of the score sheet will be provided to the officer within seven (7) days.
7. An officer who has secured the approval of the YSU Chief of Police to carry an alternate "plain clothes weapon" in accordance with the provisions of Section 223.1 of the Agreement shall be given two (2) opportunities annually to qualify with the "plain clothes weapon." (If the weapon is a 5-shot weapon, appropriate adjustments will be made in the Qualification Requirements specified in Section C.) If an officer fails to qualify with the "plain clothes weapon," it will cease to be approved for use under the provisions of Section 223.1.
8. At the range for qualification firing, each officer will use their/his/her duty rounds as part of the ammunition required for qualification firing. Following qualification firing, they/he/she will be issued new rounds of duty ammunition for their/his/her weapon. Including duty ammunition for up two (2) speed loaders, speed strips or magazines.
9. If an officer fails to qualify with their/his/her duty weapon, they/he/she will be given two (2) hours of instruction and be given a second opportunity to fire for qualification within fourteen (14) working days following the first test for qualification. If the officer fails to qualify the second time, they/he/she will receive an additional two (2) hours of instruction, and will be given a third opportunity to fire for qualification within

fourteen (14) working days on duty following their/his/her second firing for qualification.

B. Training:

1. The University will make available adequate firing range facilities for training purposes at least twice a month. The date(s) and location(s) of these facilities will be announced following consultation with the F.O.P. The use of the Beeghly firing range will be used when at all possible before using firing ranges off campus.
2. For training purposes, the University will make available to each officer sixty (60) rounds of ammunition of duty weapon for use in the designated training facility twice each month. If reloads are made available, they will be of similar load to duty ammunition. In addition, each officer will be provided with a target for training purposes.

- C. Qualification Requirements: All officers will be required to satisfactorily complete a firearms qualification course approved by the Executive Director of the Ohio Peace Officer Training Council (OPOTC). The University will meet and confer with the F.O.P. before submitting any revised course to the Executive Director of the OPOTC for approval.

APPENDIX D
CONFIDENTIAL
SCREENING EXAMINATION FORM

TO THE PHYSICIAN:

The purpose of this examination is to determine if the participant is healthy enough to safely participate in an exercise program. Specific data are necessary to design an appropriate program for the participant. Please provide all information requested, sign and return this form to:

NAME _____ DATE _____

AGE _____ SEX _____ HEIGHT _____ WEIGHT _____

TOTAL CHOLESTEROL _____ HDL _____ LDL _____

General physical examination abnormalities: (Please list those findings that might place the participant at risk for exercise; and attach copies of any local physical examination forms used.)

Please attach results of a symptom limited maximal exercise stress test and complete the following data:

MODE OF TESTING _____ DATE OF TEST _____

MAXIMUM WORKLOAD ATTAINED (METS, KGM, SPD, GRADE) _____

RESTING HEART RATE _____ MAXIMUM HEART RATE ATTAINED _____

RESTING BLOOD PRESSURE _____ MAXIMUM BLOOD PRESSURE _____

RESTING AND EXERCISE ELECTROCARDIOGRAM INTERPRETATION
(Please attach copy)

PLEASE LIST ALL LIMITATIONS AND RISKS FOR EXERCISE (Such as: medications, diabetes, orthopedic problems, epilepsy, etc.)

I have examined the above-named participant and find ~~them~~ ~~him~~ ~~her~~ to be in good/poor health and is/is not capable of safely participating in an exercise program.

Date _____ Signature _____

Please print physician's name, address and phone number:

APPENDIX E
INSURANCE BENEFITS

Definitions:

Contract Period and Fiscal Year are defined as the 12-month period July – June

Funding Level—The overall dollars needed to cover estimated health care expenses. The Funding Level will be converted to Funding Rates for the Contract Period:

Effective July 1, 2021~~8~~ and ending June 30, 2022:

Medical = Expected Claims Liability + (Expected Claims Liability x 3-3/4%) + Fixed Costs.

Rx = Expected Claims Liability + (Expected Claims Liability x 3-3/4%) + Fixed Costs

Dental = Fully insured rate as set forth by the dental insurance carrier

Vision = Fully insured rate as set forth by the vision insurance carrier

Should the dental or vision plans become self-insured in the future, the funding rates for those plans will be determined as follows:

Dental= Expected Claims Liability + (Expected Claims Liability x 3.75%) + Fixed Costs

Vision= Expected Claims Liability + (Expected Claims Liability x 3.75%) + Fixed Costs

Funding Rates are based on a structure that includes Employee Only; Employee + One Dependent; and Family (Employee + two or more dependents).

Expected Claim Liability is determined by the stop loss carrier and/or Third-Party Administrator (TPA) for the Contract Period, and/or actuary for the health care consultant.

Actual Costs = Paid Claims + Fixed Costs – Prescription Drug Rebates

Fixed Costs = Administrative Costs + Stop Loss Premiums

Funding Rates for the medical, prescription drug, dental and vision plans each July 1st, will be determined using the formulas identified above to calculate Funding Level.

Effective with the proposed Plan changes, and future

Reserve

The University will maintain a health care Reserve in accordance with the guidelines outlined in the HCAC Target Reserve Policy.



HCAC Target Reserve Policy

- I. Components of the Target Reserve:
 - a. **IBNR Reserves** - represent the funds necessary to cover claims Incurred But Not Reported. For purposes of this contract, IBNR Reserves = 2.5 months of Expected Claims for medical, prescription drug, dental and vision claims. These are claims for which members have received services but the claims have not been paid or billed to the University; and
 - b. **Margin** - represents the difference between the Maximum Claim Liability (applies to medical only) and Expected Claims Liability set by the University's consultant. This amount is calculated by multiplying Expected Claims Liability by 125%.
- II. Targeted Reserves should be expressed as a range from Optimistic, Intermediate to Pessimistic to reflect the potential for variance.
- III. Funding of the Reserve should target the Intermediate Targeted Reserve Level of 35% of projected annual costs.
- IV. This Reserve Policy should be integrated in the annual Funding Level Calculations:
 - a. A three-year projection of the Targeted Reserves should be used to effectively plan and adjust accounts through premium increase or decreases;
 - b. Should the reserve balance exceed 45% of the average of the annual actual cost, the Health Care Advisory Committee shall consider options, including premium holidays, and make recommendations intended to reduce the reserve balance. The average of the annual actual cost is defined to be the three-year average of the annual actual cost required to operate the health care plan for the previous three fiscal years. The annual actual costs for a particular fiscal year includes claims or premium costs including stop loss insurance, administrative expenses incurred from vendors and consultants, wellness expenditures, all legally required fees and taxes associated with the health care plan, and other expenses that may be required to effectively operate the health care plans.
 - c. Should the reserve balance fall below 25% of the projected annual costs, the Health Care Advisory Committee may consider options and make recommendations intended to raise the reserve balance.
- V. An actuarial consultant will confirm annually that the reserve policy is properly aligned with the stop loss coverage and to identify risks associated with the coordinated policies.

EMPLOYEE CONTRIBUTIONS

Effective July 1, 2021, All employees shall contribute fifteen (15) percent of the fully insured equivalent rate for their subscriber selection. Payment shall be deducted in equal amounts for each eligible employee's bi-weekly paychecks.

INSURANCE BENEFITS

 Youngstown State University Plan Year beginning July 1, 2021 ⁸ PPO 90/10 In-Network Plan 70/30 Out-of-Network Plan 		
Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age	Up to Age 26 Removal upon End of Month	
Older Age Child	Ages 26 - 28 Removal upon End of Month (cost of coverage at the employee's expense)	
Pre-Existing Condition Waiting Period	Not Applicable	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Not Covered	
Benefit Period Deductible – Single/Family ¹	\$250/\$500	\$425/\$950
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$925/\$1,725	\$2,000/\$4,000
Total Medical Out-of-Pocket Maximums – (Including Deductible) -Single/Family	\$1,175/\$2,225	\$2,425/\$4,950
-Maximum Out-of-Pocket (MOOP) ⁵		
Including deductible, Coinsurance Out-of-Pocket Maximums and Copays) Single/Family	\$6,600 / \$13,200	Does not apply
Physician/Office Services		

Office Visit (Illness/Injury) ^{2,5}	\$15 copay, then 100%	70% after deductible
Urgent Care Office Visit ^{2,5}	\$15 copay, then 100%	70% after deductible
Advanced Practicing Nurse/Office Visit ^{2,5}	\$10 copay, then 100%	70% after deductible

All Immunizations – Medically Necessary	90% after deductible	70% after deductible
Administration of H1N1	100%	
Preventive Services		
Preventive Services, in accordance with state and federal law ³	100%	70% after deductible
Routine Physical Exams (Age 21 and over)	100%	70% after deductible
Well Child Care Services including Exams, Well Child Care Immunizations and Laboratory Tests (To age 21)	100%	70% after deductible
Routine X-rays, Labs and Medical Tests	100%	70% after deductible
Routine Colonoscopy	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine PSA Test	100%	70% after deductible
Routine Vision Exam (One per benefit period)	100%	70% after deductible
Routine Hearing Exam (One per benefit period)	100%	70% after deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical Therapy & Occupational Therapy - Facility and Professional	90% after deductible	70% after deductible

(40 visits combined per benefit period)		
Chiropractic Therapy – Professional Only (12 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room ^{4,5}	\$75 copay, then 100%	
Non-Emergency use of an Emergency Room	90% after deductible	70% after deductible
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity Services	90% after deductible	70% after deductible
Skilled Nursing Facility	90% after deductible	70% after deductible
Human Organ Transplants	90% after deductible	70% after deductible
Additional Services		
Allergy Testing	90% after deductible	70% after deductible
Allergy Treatments	90% after deductible	70% after deductible
Ambulance Services includes Air	90% after deductible	70% after deductible
Durable Medical Equipment / Medical Supplies	90% after deductible.	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice Services	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Weight Loss Services (including complications from weight loss surgical services)	90% after deductible	70% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance		

Abuse Services		Benefits paid are based on corresponding medical benefits		
Outpatient Mental Health and Substance Abuse Services				
Prescription Drug		A Network Provider (You will pay the least)	A Non-Network Provider (You will pay the most	
	Generic copay - home delivery Tier 1	\$10	Does Not apply	Covers up to a 90-day supply.
	Preferred brand copay – retail Tier 2	25% to maximum of \$30	Does not apply	Covers up to a 30-day supply.
	Preferred brand copay – home delivery Tier 2	25% to a maximum of \$60	Does not apply	Covers up to a 90-day supply.
	Non-Preferred brand copay – retail Tiers 3	25% to a maximum of \$70	Does not apply	Covers up to a 30-day supply.
	Non Preferred brand copay – home delivery Tier #	25% to a maximum of \$175	Does not apply	Covers up to a 90-day supply.
	Specialty Drugs	Applicable drug tiers copay applies	Does not apply	Covers up to a 30-day supply.

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits.

Deductible and coinsurance expenses incurred for services by a network provider will not apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage

listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.



¹ Maximum family deductible. Member deductible is the same as single deductible.

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.

		Youngstown State University Plan Year beginning July 1, 2022+ PPO 90/40 85/15 In-Network Plan 70/30 60/40 Out-of-Network Plan	
Benefits	Network	Non-Network	
Benefit Period	January 1st through December 31 st		
Dependent Age	Up to Age 26 Removal upon End of Month		
Older Age Child	Ages 26 - 28 Removal upon End of Month (cost of coverage at the employee's expense)		
Pre-Existing Condition Waiting Period	Not Applicable		
Blood Pint Deductible	0 pints		
Overall Annual Benefit Period Maximum	Unlimited		
3 month Deductible Carryover	Not Covered		
Benefit Period Deductible – Single/Family 1	\$250 350/\$5700	\$425 1,600/ \$950 3,200	
Coinsurance	40 85%	76 0% ¹	
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$925 1,000/ \$4,725 2,000	\$2,000 / \$4,000 Eliminated	
Total Medical Out-of-Pocket Maximums – (Including Deductible) -Single/Family	\$1,475350/\$2,225700	\$2,425 / \$4,950 Does not apply	
-Maximum Out-of-Pocket (MOOP) 5 Including deductible, Coinsurance Out-of-Pocket Maximums and Copays) Single/Family Physician/Office Services	\$6,600 / \$13,200	Does not apply \$8,600 / \$16,000	

Office Visit (Illness/Injury) ^{2,5}	\$ 45 20 copay, then 100%	760% after deductible
Urgent Care Office Visit ^{2,5}	\$ 45 20 copay, then 100%	760% after deductible
Advanced Practicing Nurse/Office Visit 2,5	\$150 copay, then 100%	760% after deductible
All Immunizations – Medically Necessary	9085% after deductible	760% after deductible
Administration of H1N1		100%
Preventive Services		
Preventive Services, in accordance with state and federal law ³	100%	760% after deductible
Routine Physical Exams (Age 21 and over)	100%	760% after deductible
Well Child Care Services including Exams, Well Child Care Immunizations and Laboratory Tests (To age 21)	100%	760% after deductible
Routine X-rays, Labs and Medical Tests	100%	760% after deductible
Routine Colonoscopy	100%	760% after deductible
Routine Mammogram (One per benefit period)	100%	760% after deductible
Routine Pap Test (One per benefit period)	100%	760% after deductible
Routine PSA Test	100%	760% after deductible
Routine Vision Exam (One per benefit period)	100%	760% after deductible
Routine Hearing Exam (One per benefit period)	100%	760% after deductible
Outpatient Services		
Surgical Services	9085% after deductible	70% after deductible
Diagnostic Services	9085% after deductible	70% after deductible
Physical Therapy & Occupational Therapy - Facility and Professional (40 visits combined per benefit period)	9085% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	9085% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	9085% after deductible	70% after deductible
Cardiac Rehabilitation	9085% after deductible	70% after deductible
Emergency use of an Emergency Room ^{4,5}	\$75200 copay, then 100%; waived if admitted	
Non-Emergency use of an Emergency Room	9085% after deductible	70% after deductible
Inpatient Facility		
Semi-Private Room and Board	9085% after deductible	760% after deductible
Maternity Services	9085% after deductible	760% after deductible
Skilled Nursing Facility	9085% after deductible	760% after deductible
Human Organ Transplants	9085% after deductible	760% after deductible
Additional Services		

Allergy Testing	9085% after deductible	760% after deductible
Allergy Treatments	9085% after deductible	760% after deductible
Ambulance Services includes Air	9085% after deductible	760% after deductible
Durable Medical Equipment / Medical Supplies	9085% after deductible	760% after deductible
Home Healthcare	9085% after deductible	760% after deductible
Hospice Services	9085% after deductible	760% after deductible
Private Duty Nursing	9085% after deductible	760% after deductible
Weight Loss Services (including complications from weight loss surgical services)	9085% after deductible	760% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

1 Maximum family deductible. Member deductible is the same as single deductible.

2 The office visit copay applies to the cost of the office visit only.

3 Preventive services include evidence-based services that have a rating of “A” or “B” in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

4 Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible or coinsurance.

5 Copays apply to the Maximum Coinsurance Out-of-Pocket (MOOP) \$6,600-Single / \$13,200-Family – Affordable Care Act.

	A Network Provider (You will pay the least)	A Non-Network Provider (You will pay the most)	
Generic Copay – retail Tier 1	\$420% up to a maximum of \$5	Does not apply	Covers up to a 30-day supply
Generic copay - home delivery Tier 1	\$40-20% up to a maximum of \$15	Does Not apply	Covers up to a 90-day supply.
Preferred brand copay – retail Tier 2	25% to maximum of \$350	Does not apply	Covers up to a 30-day supply.
Preferred brand co-pay – home delivery Tier 2	25% to a maximum of \$670	Does not apply	Covers up to a 90-day supply.
Non-Preferred brand copay – retail Tiers 3	25% to a maximum of \$750	Does not apply	Covers up to a 30-day supply.

Non Preferred brand copay – home delivery Tier #	25% to a maximum of \$18075	Does not apply	Covers up to a 90-day supply.
Specialty Drugs	Applicable drug tiers copay applies	Does not apply	Covers up to a 30-day supply.

Definitions:

Contract Period and Fiscal Year are defined as the 12-month period July – June

Funding Level—The overall dollars needed to cover estimated health care expenses. The Funding Level will be converted to Funding Rates for the Contract Period:

Effective July 1, 2022+ and ending June 30, 2024+:

Medical = Expected Claims Liability + (Expected Claims Liability x 3-3/4%) + Fixed Costs.

Rx = Expected Claims Liability + (Expected Claims Liability x 3-3/4%) + Fixed Costs

Dental = Fully insured rate as set forth by the dental insurance carrier

Vision = Fully insured rate as set forth by the vision insurance carrier

Should the dental or vision plans become self-insured in the future, the funding rates for those plans will be determined as follows:

Dental= Expected Claims Liability + (Expected Claims Liability x 3.75%) + Fixed Costs

Vision= Expected Claims Liability + (Expected Claims Liability x 3.75%) + Fixed Costs

Funding Rates are based on a structure that includes Employee Only; Employee + One Dependent; and Family (Employee + two or more dependents).

Expected Claim Liability is determined by the stop loss carrier and/or Third Party Administrator (TPA) for the Contract Period, and/or actuary for the health care consultant.

Actual Costs = Paid Claims + Fixed Costs – Prescription Drug Rebates

Fixed Costs = Administrative Costs + Stop Loss Premiums

Funding Rates for the medical, prescription drug, dental and vision plans each July 1st, will be determined using the formulas identified above to calculate Funding Level.

Effective with the proposed Plan changes, and future

Reserve

The University will maintain a health care Reserve in accordance with the guidelines outlined in the HCAC Target Reserve Policy.

HCAC Target Reserve Policy

VI. Components of the Target Reserve:

a. **IBNR Reserves** - represent the funds necessary to cover claims Incurred But Not Reported. For purposes of this contract, IBNR Reserves = 2.5 months of Expected Claims for medical, prescription drug, dental and vision claims. These are claims for which members have received services but the claims have not been paid or billed to the University; and

~~b—Margin—represents the difference between the Maximum Claim Liability (applies to medical only) and Expected Claims Liability set by the University's consultant. This amount is calculated by multiplying Expected Claims Liability by 125%.~~

VII. Targeted Reserves should be expressed as a range from Optimistic, Intermediate to Pessimistic to reflect the potential for variance.

VIII. Funding of the Reserve should target the Intermediate Targeted Reserve Level of 35% of projected annual costs.

IX. This Reserve Policy should be integrated in the annual Funding Level Calculations:

~~e.b.~~ A three-year projection of the Targeted Reserves should be used to effectively plan and adjust accounts through premium increase or decreases;

~~e.c.~~ Should the reserve balance exceed 45% of the average of the annual actual cost, the Health Care Advisory Committee shall consider options, including premium holidays, and make recommendations intended to reduce the reserve balance. The average of the annual actual cost is defined to be the three-year average of the annual actual cost required to operate the health care plan for the previous three fiscal years. The annual actual costs for a particular fiscal year includes claims or premium costs including stop loss insurance, administrative expenses incurred from vendors and consultants, wellness expenditures, all legally required fees and taxes associated with the health care plan, and other expenses that may be required to effectively operate the health care plans.

~~e.d.~~ Should the reserve balance fall below 25% of the projected annual costs, the Health Care advisory Committee may consider options and make recommendations intended to raise the reserve balance.

X. An actuarial consultant will confirm annually that the reserve policy is properly aligned with the stop loss coverage and to identify risks associated with the coordinated policies.

EMPLOYEE CONTRIBUTIONS

~~Effective July 1, 2018, all bargaining unit members shall contribute fifteen (15) percent of the fully insured equivalent rate for their subscriber selections. Payments shall be deducted in equal amounts for each eligible bargaining unit members' semi-monthly paychecks.~~

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits.

Deductible and coinsurance expenses incurred for services by a network provider will not apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

APPENDIX ~~FK~~ URINALYSIS PROCEDURES

- A. Whenever the University determines there is a need to have a reasonable suspicion drug test conducted on an employee, the employee will be notified of the test requirement just prior to being transported without delay to the medical facility or laboratory that will collect the urine sample. The following will be screened by the test: marijuana, cocaine, PCP, amphetamines, opiates, MDMA (ecstasy), heroin, barbiturates, benzodiazepines, methadone, propoxyphene, oxycodone and Vicodin. The employee will be accompanied by an officer of the YSU Police Department. Whenever an employee is selected for a random drug test ~~they~~~~he or she~~ will be permitted to transport ~~them~~~~him or herself~~ to the medical facility or laboratory.
- B. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. Specimen collection will occur in a medical setting, and the procedures should not demean, embarrass or cause physical discomfort to the employee.
- C. The employee will be provided a sealed specimen container. Within the container used for the collection will be two containers used for the transport of the specimen.
- D. The containers will be new and free of contaminants.
- E. The employee will deposit a minimum volume of urine (at least 45cc's) in a specimen cup. This will then be divided and placed in the two containers by a representative of the collection site. An employee who is unable to provide an adequate sample initially will remain under observation until able to do so.
- F. A tamper proof seal will be used on the containers.
- G. The containers will be labeled in front of the employee.
- H. Each step in the collection and processing of the urine sample shall be documented to establish procedural integrity, and the chain of evidence.
- I. ~~Social security~~~~Banner~~ numbers will be used as a donor identifying number. This number will be utilized to identify the sample throughout the collection and testing phases of the urine screening. The purpose of the donor identifying number is to protect the identity of the donor providing the sample. Laboratory testing personnel will only have access to the identifying number and not the individual's name.
- J. The officer accompanying the employee will be assigned by the Chief of the YSU Police Department or ~~their~~~~his/her~~ designee.
- K. Positive drug screen results will be submitted to the Medical Review Officer (MRO) for prescription verification. The employee will be notified as soon as possible once results are

received. The employee will be given the opportunity to provide information regarding current medications and the pharmacy in which the prescriptions were filled or the facility in which the medication was given. The information provided will then be verified and the MRO will determine if the drug screen results will be considered positive or negative. The University will be notified of the findings following the investigation. If the drug screen is considered negative, the employer copy of the chain of custody will be marked as negative and signed by the MRO.

- L. In the event the first sample shows a presence of any illegal drug or narcotic the employee shall have the option of having the second sample tested (at theirhis own expense) at another qualified laboratory. In this event, the first laboratory will be notified that the client would like the split specimen tested and the second sample, along with all documentation and chain of custody, will be forwarded to another accredited laboratory.

APPENDIX G Overtime Aggregate Roster Procedures

1. The aggregate overtime roster will rank bargaining unit members from least total amount of overtime offered to the most amount of overtime offered. The available bargaining unit member with the lowest total amount of overtime offered will be offered overtime opportunities first followed by the available bargaining unit member with the second lowest total and so on.
2. In the event if multiple bargaining unit members have the same total number of overtime hours offered, then those members will be ranked by seniority.
3. Bargaining unit members who work overtime will be charged on the aggregate overtime roster for the actual time worked.
4. Bargaining unit members who refuse an overtime opportunity shall be charged on the aggregate over-time roster with the actual hours worked by the bargaining unit member who accepted the overtime opportunity.
5. Bargaining unit members are considered unavailable/will not be offered the overtime opportunity if the scheduled hours of the overtime opportunity fall within a time when they are already on duty, in court, working another overtime detail, etc.
6. Bargaining unit members who are on approved sick or FMLA leave will be considered unavailable/will not be offered overtime opportunities until they return to work.
7. Bargaining unit members who are on approved leaves that do not include sick or FMLA will only be unavailable/not be offered overtime opportunities for the actual hours they are on that approved leave.
8. If a bargaining unit member is offered multiple overtime opportunities whose times overlap and the bargaining unit member refuses them all, the bargaining unit member will only be charged on the aggregate over-time roster for the overtime opportunity totaling the least hours.
9. If all available bargaining unit members refuse an overtime opportunity offered and it goes unfilled, then all bargaining unit members who refused the overtime opportunity will be charged on the aggregate over-time roster for the total amount from the start time for the bargaining unit member for the event to the scheduled end of the event.
10. If the overtime callout begins within two (2) hours of the start time of the detail, the bargaining unit members who refuse the opportunity will not be charged for the refusal on the overtime aggregate roster.
11. Holiday pay is not considered overtime and will not be charged to a bargaining unit member's aggregate overtime roster total. If a bargaining unit member works/refuses

overtime on a holiday separate from the shift they received holiday pay for they will be charged on the aggregate over-time roster appropriately.

- 12. Overtime accrued from appearances in court on behalf of the department and training (this includes acting as an officer or dispatcher mentor/trainer, attending training as assigned by the university, and instructing training for other bargaining unit members as assigned by the university) will not be charged to the bargaining unit member's aggregate over-time roster total.
- 13. If a bargaining unit member accepts an overtime opportunity and then refuses it within 36 hours of that bargaining unit member's scheduled start time of the overtime opportunity, then they shall be charged on the aggregate over-time roster one and one half (1.5) times the actual number of hours worked by the bargaining unit member who accepted the overtime opportunity. If no bargaining unit member accepts the detail and it goes unfilled, then the bargaining unit member will be charged on the aggregate over time roster one half (1.5) times the total amount of hours from the start time for the bargaining unit member for the event to the scheduled end of the event.
- 14. The aggregate overtime roster will be completed by the FOP/OLC Associate or the FOP/OLC Alternate. A completed copy of the previous week's overtime aggregate roster will be posted in the Police Dept. Roll Call Room. A current week's overtime aggregate roster will be posted in dispatch.
- 15. Upon hiring of a new bargaining unit member, they will be credited with the average number of hours taken from the current hours totals of all bargaining unit members in the same classification on the aggregate over-time roster.

SIGNATURE PAGE

IN WITNESS HEREOF, the parties herein, by their duly authorized officers and agents, have affixed their signatures.

**FOR THE FRATERNAL ORDER
OF POLICE:**

**FOR YOUNGSTOWN STATE
UNIVERSITY:**

~~Chuck Wilson~~ Otto J. Holm, Jr.
F.O.P. Representative

James Tressel
President

Atty. Kevin M. Kralj
Chief Negotiator, Director Labor and
Employee Relations



**YOUNGSTOWN
STATE
UNIVERSITY**

**RESOLUTION REGARDING TERMS AND CONDITIONS FOR
CLASSIFIED LAW ENFORCEMENT EMPLOYEES EXCLUDED FROM
COLLECTIVE BARGAINING**

WHEREAS, the Board of Trustees ratified a collective bargaining Agreement with the Fraternal Order of Police, Ohio Labor Council, Inc., (F.O.P.) for the three-year period July 1, 2021 through June 30, 2024, which defines wages and other terms and conditions of employment for classified employees in the bargaining unit; and

WHEREAS, it is deemed to be equitable and in the best interest of the University to extend some of the provisions of the Agreement to classified law enforcement employees excluded from collective bargaining (Lieutenants); and

WHEREAS, those provisions are in the areas of pay, insurance, overtime compensation, holidays, vacation, leaves, uniforms and equipment, retirement, instructional fee remission and miscellaneous benefits.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Youngstown State University, that the following F.O.P. collective bargaining agreement articles and/or sections be extended to classified law enforcement employees who are excluded from collective bargaining: Article 4 (Pay); Article 5 (Insurance); Article 14 (Overtime), excluding Section 14.3; Article 15 (Holidays); Article 19 (Vacation) except to the extent it is inconsistent with ORC Sections 9.44 and 124.131 regarding the computation of prior service credit; Article 22 (Uniforms and Equipment); Article 25 (Retirement); Article 26 (Miscellaneous), excluding Section 26.4; and Article 31 (Instructional Fee Remission).

**Board of Trustees Meeting
March 3, 2022
YR 2022-**



**YOUNGSTOWN
STATE
UNIVERSITY**

**RESOLUTION TO RATIFY
PERSONNEL ACTIONS**

WHEREAS, the *Policies of the Board of Trustees* authorize the President to manage the University, including appointing such employees as are necessary to effectively carry out the operation of the University and any other necessary personnel actions; and

WHEREAS, new appointments and other personnel actions have been made subsequent to the December 2, 2021, meeting of the Board of Trustees; and

WHEREAS, such personnel actions are in accordance with the 2021-2022 Budget and with University policies 3356-2-02, Equal Opportunity and Affirmative Action Recruitment and Employment; 3356-9-02, Selection and Annual Evaluation of Administrative Officers of the University; 3356-7-42, Selection of Professional/Administrative Staff; and 3356-7-43, Externally Funded Professional/Administrative Staff;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby ratify and confirm the personnel actions attached hereto.

**Board of Trustees Meeting
March 3, 2022
YR 2022-**



YOUNGSTOWN
STATE
UNIVERSITY

SUMMARY OF PERSONNEL ACTIONS

Professional Administrative and Faculty Employees

10/16/21 through 1/15/22

Appointments – 15

*New – 6

- Excluded – 2
- Externally Funded – 3
- Faculty – 1

*Replacement - 9

- Professional Administrative Externally Funded – 1
- Faculty – 2
- Professional Administrative Excluded – 1
- Professional Administrative Staff – 4
- Chair/Director – 1

Separations – 13

- Professional Administrative Externally Funded – 1
- Faculty – 5
- Professional Administrative Excluded – 2
- Professional Administrative Staff – 5

Reclassifications/Position Adjustments – 5

- Faculty – 1
- Professional Administrative Staff – 1
- Professional Administrative Excluded – 3

Promotions – 5

- Professional Administrative Externally Funded – 3
- Professional Administrative Excluded – 2

Salary Adjustments – 3

- Professional Administrative Excluded – 3

YOUNGSTOWN STATE UNIVERSITY
PROFESSIONAL ADMINISTRATIVE AND FACULTY
PERSONNEL ACTIONS 10/16/21 THROUGH 1/15/22
APPOINTMENTS

EMPLOYEE NAME	EMPLOYEE TYPE	POSITION TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATES	FTE	SALARY
Campbell, Emily	APAS	Academic Advisor 1	Dean - STEM	1/10/2022	1.00	\$ 38,000.00
Carnahan, Emily	APAS	Academic Advisor 1	Dean - STEM	1/4/2022	1.00	\$ 35,568.00
Crasinski, Steven	APAS	Systems Engineer	IT Infrastructure Services	12/13/2021	1.00	\$ 73,488.00
Čubinic, Stacy	APAS	Coordinator Graphic Services	Kilcawley Center	10/25/2021	1.00	\$ 40,000.00
Čruce, Cynthia*	Excluded	Director	Dean Bitonte Col Health & Human	1/4/2022	1.00	\$ 60,000.00
Čribschaw, Mary Lu*	Excluded	Director Undergrad Advising	Dean Beeghly Coll Lib Arts, Soc Sci &Ed	11/1/2021	1.00	\$ 55,000.00
Čicholson, Cassidy	Excluded	Executive Assistant to VP	General Counsel	12/1/2021	1.00	\$ 50,000.00
Čhaq, Wahajul*	Externally Funded	Research Scholar	Chemistry	12/20/2021	1.00	\$ 63,000.00
Čhayne, Hannah*	Externally Funded	Intermittent Coord COVID Tracking Ops	Envir Occupational Health & Safety	10/25/2021	0.50	\$ 26,000.00
Čewis, Adam	Externally Funded	Site Coordinator Brookfield	Ctr for Human Services Dev	10/21/2021	0.74	\$ 29,600.00
Člummareddy, Šhargavi*	Externally Funded	Research Associate	Civil Environmental & Chemical Engr	10/25/2021	1.00	\$ 65,000.00
Čarucci, Joseph	Chair/Director	Director / Professor	Dana School of Music	10/16/2021	1.00	\$ 107,682.00
Čuyo, Dessalegn*	Faculty	Assistant Professor	Social Work	1/1/2022	1.00	\$ 63,530.00
Čamadan, Saleem	Faculty	Lecturer	Rayen School of Engineering	1/1/2022	1.00	\$ 57,000.00
Čock, Rodney	Faculty	Lecturer	Teacher Ed and Leadership Studies	1/1/2022	1.00	\$ 48,000.00

New Positions

YOUNGSTOWN STATE UNIVERSITY
PROFESSIONAL ADMINISTRATIVE AND FACULTY
PERSONNEL ACTIONS 10/16/21 THROUGH 1/15/22
SEPARATIONS

EMPLOYEE NAME	EMPLOYEE TYPE	POSITION TITLE	DEPARTMENT	DATE OF SEPARATION	FTE	SALARY	SEPARATION TYPE
Winkers, Wendy	APAS	Costume Shop Specialist	Theater and Dance	12/31/2021	1.00	\$ 40,529.51	Resignation
Mault, Robert	APAS	Librarian Serials Microforms	Maag Library	11/30/2021	1.00	\$ 64,220.11	Retirement
Lawthorne, Crystal	APAS	Coordinator Teacher Licensure	Dean Coll Lib Arts, Soc Sci & Ed	12/4/2021	1.00	\$ 62,954.07	Resignation
Hritz, Diane	APAS	Coordinator Career Management	Criminal Justice	9/30/2021	1.00	\$ 66,284.51	Retirement
Wones, Kelsey	APAS	Coordinator Intl Stud Serv	Student Success	1/15/2022	1.00	\$ 42,033.18	Resignation
Lucicata, Betty Jo	Excluded	Dean Professor WCBA	Dean - WCBA	12/31/2021	1.00	\$ 182,825.64	Retirement
Diopusic, David	Excluded	Associate General Counsel	General Counsel	12/31/2021	1.00	\$ 137,085.90	Resignation
Logate, Gregory	Externally Funded	Instruction Specialist	Rich Center for Autism	11/10/2021	1.00	\$ 24,057.81	Resignation
Biorgetti, Karen	Faculty	Associate Professor	Psychology	1/7/2022	1.00	\$ 74,368.17	Resignation
Cassawat, Maria	Faculty	Assistant Professor	Accounting and Finance	12/31/2021	1.00	\$ 132,877.44	Resignation
Earns, Susan	Faculty	Senior Lecturer	Health Professions	12/31/2021	1.00	\$ 61,361.45	Resignation
Williams, Amy	Faculty	Assistant Professor	Psych Sciences & Counseling	12/19/2021	1.00	\$ 60,300.36	Resignation
Holcomb-Hathy, Tami	Faculty	Senior Lecturer	Social Work	12/31/2021	1.00	\$ 49,903.50	Termination

**YOUNGSTOWN STATE UNIVERSITY
PROFESSIONAL ADMINISTRATIVE AND FACULTY
PERSONNEL ACTIONS 10/16/21 THROUGH 1/15/22
RECLASSIFICATIONS/POSITION ADJUSTMENTS**

EMPLOYEE NAME	EMPLOYEE TYPE	NEW POSITION TITLE/ OLD POSITION TITLE	NEW DEPARTMENT/ OLD DEPARTMENT	CONTRACT/ APPOINTMENT DATES	FTE	NEW SALARY	PREVIOUS SALARY
ak, Domonique	APAS	Coord Comptve Sports Camp/ Club Sports Camp Coordinator	Club Sports	11/1/2021	1.00	\$ 43,623.83	\$ 42,353.23
lovnak, Angela	Excluded	Associate Director IT App Svcs/ Manager	IT Application Services	12/16/2021	1.00	\$ 90,292.14	\$ 82,083.76
Streiner, Christopher	Excluded	Manager Payroll/ Payroll Coordinator	Payroll	1/1/2022	1.00	\$ 54,000.00	\$ 49,735.00
reichert, Lisa	Excluded	Special Assistant to the AVP & Controller/ Associate Controller	Controller's Office	1/15/2022	0.50/ 1.00	\$ 41,500.00	\$ 93,763.71
oldberg, Randall	Faculty	Associate Professor/ Acting Chair	Dana School of Music	10/16/2021	1.00	\$ 71,815.78	\$ 89,497.78

**YOUNGSTOWN STATE UNIVERSITY
PROFESSIONAL ADMINISTRATIVE AND FACULTY
PERSONNEL ACTIONS 10/16/21 THROUGH 1/15/22
PROMOTIONS**

EMPLOYEE NAME	NEW EMPLOYEE TYPE/OLD EMPLOYEE	NEW POSITION TITLE/ OLD POSITION TITLE	NEW DEPARTMENT/ OLD DEPARTMENT	CONTRACT APPT. DATES	FTE	NEW SALARY	PREVIOUS SALARY
Hackstedde, Michael	Excluded/ APAS	Manager, General Acct/ Coord Financial Reconcil	Controller's	1/1/2022	1.00	\$ 68,000.00	\$ 62,002.97
Hoffmaster, Steven	Excluded	Associate Controller Gen Acct/ Manager General Accounting	Controller's	1/1/2022	1.00	\$ 83,000.00	\$ 72,887.87
Ekstrand, Lindsey	Externally Funded	Director/ Manager Workforce Educ Prgm	Ctr Workforce Educ & Innov	11/1/2021	1.00	\$ 88,000.00	\$ 81,000.00
Italiano, Kristen	Externally Funded	Program Director PASS/ Project Coordinator PASS	Teacher Education	10/16/2021	1.00	\$ 70,000.00	\$ 62,739.18
Ruller, Jackie	Externally Funded	Director/ Program Director	Excellence Training Center	1/1/2022	1.00	\$ 95,000.00	\$ 88,305.00



TO: Board of Trustees, Youngstown State University
Mr. Charles T. George
Dr. Anita A. Hackstedde
Dr. John R. Jakubek
Mr. Joseph J. Kerola
Mr. Michael A. Peterson
Mr. James "Ted" Roberts, Esq.
Mr. Allen L. Ryan, Esq.
Mrs. Molly S. Seals
Mr. Eric A. Spiegel
Dr. Helen K. Lafferty
Ms. Elsa Khan, Student trustee
Ms. Galena Lopuchovsky, Student trustee

FROM: Dana Lantz, Director Equal Opportunity, Policy Development & Title IX

RE: 3356-2-02 Equal Opportunity and Affirmative Action Plan Report

DATE: February 21, 2022

Attached please find the Executive Summary Data of the Affirmative Action Plan. Included are the following reports:

2022 Affirmative Action Plan Job Group Analysis for Female and Minority for Y2021.

2021 Affirmative Action Protected Veteran Three Year Data Collection

2021 Affirmative Action Individuals with Disabilities Three Year Data Collection

2021 Affirmative Action Plan Placement Goals Analysis with 2022 Placement Goals

2022 Affirmative Action Plan - Action Oriented Programs for Females, Minorities, Veterans and Individuals with Disabilities

The complete 2022 Affirmative Action Plan is available for review in the Office of Equal Opportunity, Policy Development and Title IX.



2022 Affirmative Action Plan Job Group Analysis of Female and Minority Employees for Y2021.

Job Group Analysis 2021

Category	Total	Minority	Male	Female
1- Executive, Administrative, Managerial	158	8	77	81
2- Faculty	1051	138	499	552
3- Professional/Non-Faculty	341	53	152	189
4- Clerical/Secretarial	125	16	13	112
5- Technical / Paraprofessional	61	6	34	27
6- Skilled Crafts	7	0	6	1
7- Service Maintenance	205	24	36	34

Employee Total Analysis 2021

	White	Black	Hispanic	Asian	Pac.	Nat Am	Two+	Total
Male	811/42%	67/3%	23/1%	33/2%	0	1	5	940/48%
Female	882/45%	57/3%	23/1%	34/2%	0	2	10	1008/52%
Total	1693/86%	124/7*%	46/2%	67/3%	0	3	15	1948

*All calculations were rounded by ½ percent. Category raw data that did not meet 1% were not listed as %.

YEAR TO YEAR COMPARISON

	2019	2020	2021
Total Employees	1962	2073	1948
Female	51%	52%	52%
Minority	13%	13%	13%

Important note: Workforce decreased by 6% and the female and minority percentages remained constant.

*Data from 2019, 2020 derived from the March 2021 Board of Trustees meeting report.

Protected Veterans Three Year Data Collection

Youngstown State University
Youngstown, OH

Required Data	January 1, 2019 through December 31, 2019	January 1, 2020 through December 31, 2020	January 1, 2021 through December 31, 2021
Number of applicants who self-identify as protected veterans pre-offer	270	86	202
Total number of job openings	300	152	220
Total number of jobs filled	300	152	220
Total number of applicants for all jobs	5172	1402	4847
Total number of protected veteran applicants hired	5	2	7
Total number of applicants hired	239	118	167

Individuals with Disabilities Three Year Data Collection

**Youngstown State University
Youngstown, OH**

Required Data	January 1, 2019 through December 31, 2019	January 1, 2020 through December 31, 2020	January 1, 2021 through December 31, 2021
Number of applicants who self-identify as individuals with disabilities pre-offer	106	47	168
Total number of job openings	300	152	220
Total number of jobs filled	300	152	220
Total number of applicants for all jobs	5172	1402	4847
Total number of applicants with disabilities hired	0	0	0
Total number of applicants hired	239	118	167



2021 Affirmative Action Plan Placement Goals Analysis with 2022 Placement Goals

Placement Goals

The 2022 Affirmative Action Plan incorporates all one thousand nine hundred forty eight (1948) current employees, including two hundred fifty-five (255) minorities and one thousand eight (1008) females. The employees are categorized into twenty-four (24) Job Groups.

Legal Standard: We must compare the percentage of minorities and women in each job group with the availability for those job groups as calculated in this AAP. 41 C.F.R. § 60-2.13 to 60.2.15. When the percentage of minorities or women in a job group is less than would be reasonably expected given their availability, we are required to establish placement goals, which also serve as reasonably attainable objectives to measure progress toward achieving equal employment opportunity. 41 C.F.R. § 60-2.16.

Placement goals are established as a percentage equal to the calculated availability and serve as objectives or targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire affirmative action program work. 41 C.F.R. § 60- 2.16. Although we are required to make good faith efforts to meet its goals, the goals are not allowed under law to be quotas (with the exception of a few circumstances, such as when there is a court order to remedy prior unlawful discrimination.)

Analysis: Of the twenty-four (24) job groups, the following seven (7) contain goals for the hiring of women or minorities.

<u>Group</u>	<u>Goal</u>	<u>Goal met</u>	<u>Goal hires/Total hires¹</u>
1C Directors and Chairs	Y2021 18.4% Minority Y2022 20.5% Minority	Yes*	5/9 - 1 min., 4 female
2A Professors	Y2021 51.7% Female Y2022 52.2% Female	No	3/6 -1 min., 2 female
2B Associate Professors	Y2021 58.4% Female Y2022 57.2% Female	No	4/7 - 1 min., 3 female
2D Instructors	Y2021 24.9% Minority Y2022 28.8% Minority	Yes	20/27 - 7 min., 13 fem
2E Other Lecturer/Teach Staff	Y2021 27% Minority, 59.8% F Y2022 30.1% Minority, 54.3% F	Yes* Yes*	3/4 - 1 min., 2 female
3C Athletic Professional	Y2021 36.7% Female Y2022 39.8% Female	Yes	6/13 - 1 min., 5 female
7B Service Maintenance	Y2021 25.4% Female	No	1/10 -1 minority

¹ Goal hires includes any minority or female candidates who were hired during the 2021 calendar year. Total hires is the number of all candidates hired including goal hires.



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Office of Human Resources

Y2022 14.4% Female¹

Progress Toward Goals

One of the key components to the effective implementation of an AAP is the acknowledgement of progress toward the goals established in the utilization analysis of the preceding year.

*While the Actual placement rate was not met, significant progress was made based upon the number of placements to identify these areas as having met the goals.

Per the report by Outsolve and based upon the data analysis, categories where the goals were not met, the data reveals that there were a limited number of openings and/or lack of qualified applicants.



2022 Affirmative Action Plan Action Oriented Programs for Females, Minorities, Veterans and Individuals with Disabilities.

Action Oriented Programs

YSU's is committed to fully implementing the Affirmative Action Plan developed for 2022. Commitment requires periodic review of its total employment process to determine whether impediments to Equal Opportunity exist pursuant to 41 CFR S. 60-2.17(b). The review of the 2021 data resulted in the following action-oriented programs or actions pursuant to 41 CFR S. 60-2.17(c) that we want to highlight:

1. **Workforce:** Analysis of the workforce by organizational unit and job group to effectively identify minority and female utilization and distribution. Presently there are twenty-four (24) job groups. **Job Placement goals for the hiring of females and minorities have been established in seven (7) of the twenty-four (24) job groups.**

A review of the job groups reveals that the instructor category has 671 of the total 1948 employees. Said category contains both full time and part time positions teaching positions. In order to aid in accurately assessing the distribution of the workforce, it has been determined an additional job group shall be created to distinguish between full-time and part-time positions. Further analysis of all job group categories is ongoing to determine category sufficiency and accuracy.

Quarterly audit reports of the AAP workforce data will be prepared and provided to the Board of Trustees quarterly documenting hiring, promotion and tenure.

2. **Compensation:** Analysis of compensation systems to determine if disparities exist in gender, race or ethnicity. The Office of Human Resources has undertaken a compensation and classification analysis across all positions. The analysis is ongoing and will be completed this year. Results of the analysis will be used in the job group analysis; in identifying any disparities and in recruitment and outreach.

3. **Search and Hiring Procedures:** We conducted an analysis of selection, recruitment and other personnel procedures and said analysis will be ongoing. The Office of Equal Opportunity, in consultation with the Office of Organizational Development, has revised the Search and Hiring Process to expand the role of the Office of Equal Opportunity. A discussion of the revised process is contained in the Recruitment and Outreach materials following this report.



One University Plaza, Youngstown, Ohio 44555
Office of Human Resources

TO: Board of Trustees, Youngstown State University
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Mr. James "Ted" Roberts, Esq.
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Mrs. Molly S. Seals
Mr. Eric A. Spiegel
Dr. Helen K. Lafferty
Ms. Elsa Khan, Student trustee
Ms. Galena Lopuchovsky, Student trustee

FROM: Dana Lantz, Director Equal Opportunity, Policy Development & Title IX

RE: Recruitment and Outreach

DATE: February 21, 2022

The Office of Equal Opportunity, Policy Development and Title IX supports Youngstown State University's commitment to promote human and intellectual diversity by fostering an inclusive environment for all members of the University Community. To that end the Office of Equal Opportunity recognizes that a diverse faculty and staff will help the University fulfil its commitment. Beginning in 2021, additional emphasis has been placed on recruitment and outreach designed to attract qualified applicants from diverse backgrounds. The Recruitment and Outreach Program is a comprehensive approach to recruitment involving HR Talent Acquisition, Organizational Development, Equal Opportunity, the Office of Diversity, Equity and Inclusion and members of our University Administration, faculty, and community. Each department and member play a key role in accomplishing the goal.

Guidance on the diversity of our workforce particular areas of emphasis are provided by the University Affirmative Action Plan which has recently been completed. The plan provides a statistical analysis of our workforce and applicant pools and identifies annual goals for minority and female hiring. Using the AAP as a starting point, quarterly audit reports will be presented to the Board and will identify hiring, promotion and terminations and their effect on the Affirmative Action goals.

Laying the Foundation

The Office of Human Resources is currently integrating a new talent management software system to replace the current People Admin system. While this system supports the entire employment lifecycle, it will enhance the recruitment and outreach efforts of the University. The Department of Human Resources, Office of Organizational Development and the Office of Equal Opportunity have been collaborating on how and where

the University posts its positions as well as the interview and search process and how to effectively incorporate them into the new module.

Contemporaneously, the Office of Organizational Development began a classification and compensation study of all positions at the university. Classification and Compensation studies are an effective tool in creating equity for all employees. This study will ensure that the University has a consistent methodology for classifying work with an objective university wide perspective. It is also instrumental to determine compensation and to manage it equitably. It allows the university to stay competitive in the search for and recruitment of talent as well as employee retention.

Revised Search and Hiring Process

The Office of Organizational Development develops and modifies position descriptions and posting templates for all job postings with the input of the departments or divisions. As part of the Recruitment and Outreach Program, the Office of Equal Opportunity will review the position descriptions to ensure inclusive language that welcomes all applicants, not just those from specific backgrounds, perspectives or prescribed genders. Further, the Office of Equal Opportunity will evaluate the minimum and preferred qualifications to ensure that work experience coordinates with position responsibilities in order to not systemically exclude those who have education and talent but may not have had the opportunity to gain extensive experience.

The Office of Equal Opportunity will work with Search Chairs and the Office of Human Resources to identify opportunities for outreach. In addition, the Human Capital Management Analysts will utilize posting sites such as Higher Ed Jobs (with Diversity tags where appropriate) Higher Education Recruitment Consortium, Handshake, and YSU's webpage. An HBCU database has been created and other minoritized group contacts such as OCCHA have been identified for outreach opportunities to assist in outreach by Search Chairs, Deans and Chairs to identify qualified applicants. Additional online posting opportunities that reach large audiences, such as Indeed and Monster will also be available for posting.

The formation of Search Committees is a vital function of Recruitment and Outreach. The Office of Equal Opportunity leads the training of Search Committee members. Because the NEO ED module will replace People Admin, we have a custom-made opportunity to revamp how we train a search committee. We are creating interactive training focusing on the equity principles of hiring the best candidates for our University. In conjunction with the Office of Diversity, Equity and Inclusion, search committees will receive information necessary to understand what bias is, how to recognize it and most importantly how to eliminate it from the search process. The training will emphasize the benefits of a diverse faculty and workforce. The Office of Equal Opportunity will educate the committees on how to develop and utilize an effective rubric to review submitted materials, how to interview and assess candidates; and how to effectively screen references.

While the Search Process is conducted by the Committee, the Office of Equal Opportunity participates throughout the process. The Office of Equal Opportunity reviews all requests for interviews to ensure that all protected class applicants are afforded an opportunity to interview if they meet the position qualifications.



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Expanded Efforts

This past year a pilot program for part time faculty was undertaken to outreach to alumni to solicit a diverse applicant pool in the Social Work Department. This year the Office of Equal Opportunity will expand the pilot program to other departments and part time faculty positions. When reviewing the current AAP data and setting goals, we have identified the part-time faculty (Instructor) category as an area where we can utilize our Recruitment and Outreach Strategy to effectively work towards our placement goals. In addition to utilizing alumni outreach, we will use local resources identified in the Ohio Department of Administrative Services Diversity Resource Guide and local organizations to reach out to minority and female candidates.

Division of Finance & Business Operations Assessment of Financial Services

Board of Trustees University Affairs Committee
March 2, 2022



**YOUNGSTOWN
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Assessment of Financial Services Content Overview

Page/Slide

- Mission, quality and attribute statements..... 3 - 4
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- IPEDS comparisons, Ohio public universities..... 8
- IPEDS comparisons, select peer universities..... 9
- Key performance indicators..... 10 - 11
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- Controller's office re-organization (currently underway)..... 14 - 18
- Customer satisfaction survey results..... 19 - 20



Mission and Quality Statements – Financial Services

Linking to the University's *Plan for Strategic Actions to Take Charge of our Future*, and specifically the Plan for Support Area Actions, the following guiding statements were established.

Mission Statement:

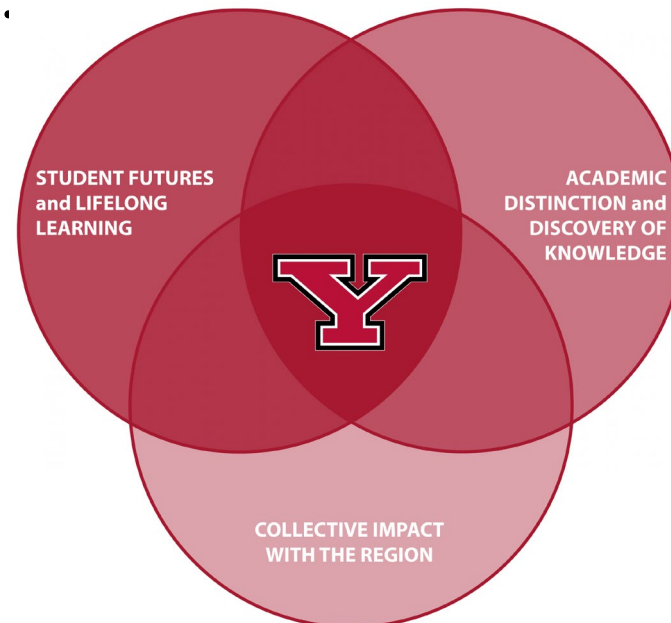
- To provide a foundation of multifaceted administrative and financial support to enable the University to function and thrive.

Quality Statements:

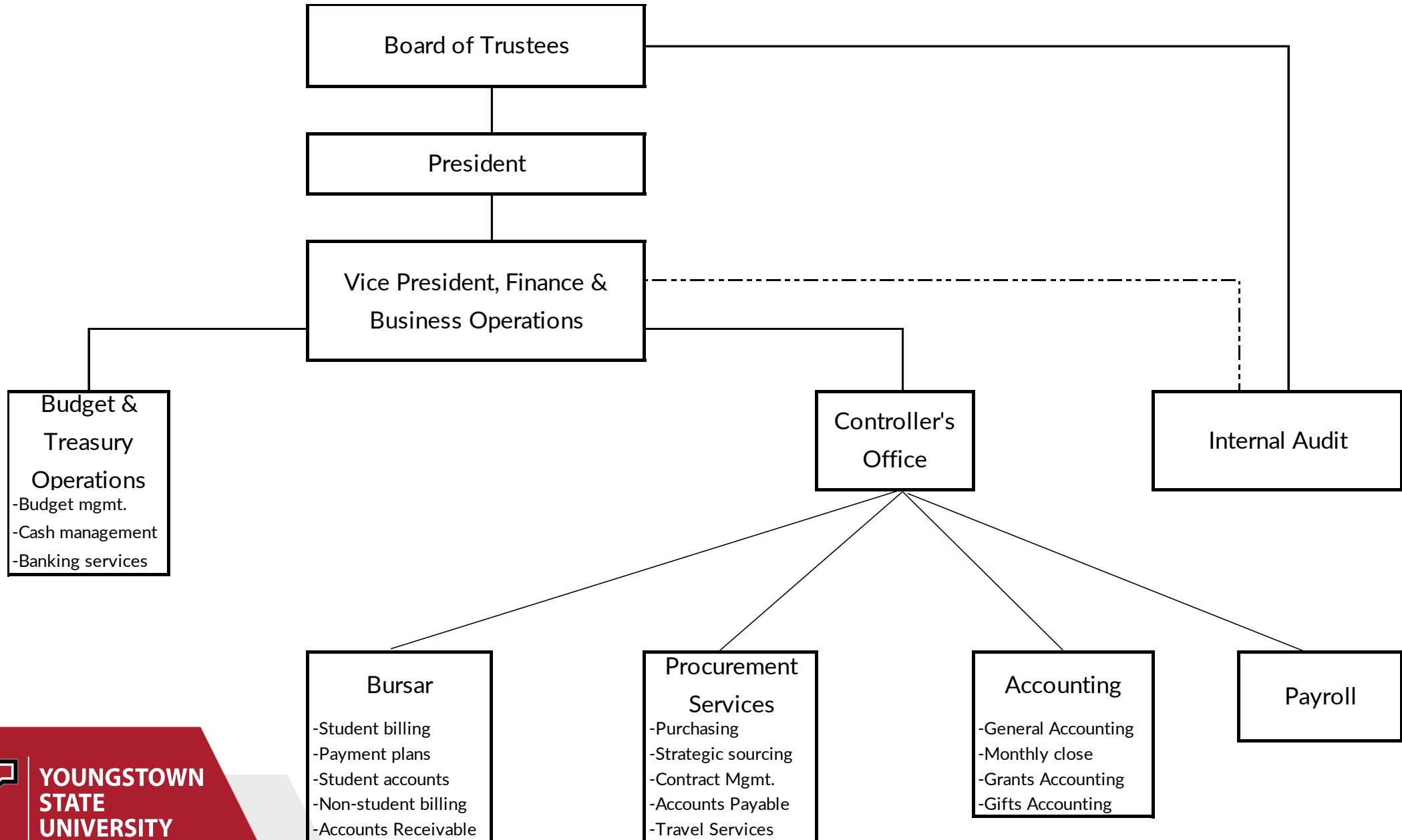
- YSU Finance Operations support the academic excellence of the University by striving to serve the needs of the university, colleges, students, faculty and staff.
- Exemplifying the notion of *institutional support*, we ensure a solid underpinning of administrative and capital infrastructure that is essential to every aspect of the University's operation.
- Data that we manage and/or produce helps to ensure the University's financial solvency through resource management and fiscal stewardship.
- Data that we manage and/or produce supports decision-making at both the macro- and micro-levels, while at the same time ensuring regulatory compliance.
- Operating support is provided to all campus departments for services including purchasing, travel, departmental budget management, student accounts, payroll, grants accounting and more.

Attribute Statements – Financial Services

- Standard and required reports provided to the Board of Trustees, executive management and other campus stakeholders are published and distributed regularly, adding value to the University's decision-making processes.
- Key reports are made available to the entire campus community and shared directly with campus stakeholders, enabling financial planning and alignment of priorities.
- Operating support services are provided to the entire campus community in a timely and efficient manner.



Organization Chart - Financial Services



Financial Services Staff Salary Comparisons - Ohio Public Universities, FY 2021*

FY 2021	Bowling Green State	Kent State University	Miami University	NEO Medical University	Ohio University	University of Akron	University of Cincinnati	Wright State University	Youngstown State University	Average	YSU vs. Average
Accounting / Controller											
Chief Accounting Officer or Controller	\$124,848	\$130,869	\$133,800	-	\$152,480	-	\$168,487	\$120,000	\$124,116	\$136,371	-9.0%
Deputy Controller	\$104,040	-	-	-	\$135,259	\$69,171	\$130,000	\$85,180	\$89,674	\$102,221	-12.3%
Accounting Unit Supervisor	-	\$65,378	-	\$78,200	\$78,673	\$62,215	-	\$63,826	\$70,374	\$69,778	0.9%
Accountant - Senior	\$60,110	\$52,946	\$60,479	\$65,319	-	\$55,364	\$62,452	\$60,000	\$61,859	\$59,816	3.4%
Restricted Funds Accountant	-	-	-	\$51,700	\$50,500	\$46,784	-	\$40,000	\$57,794	\$49,356	17.1%
Accounting Assistant or Clerk	\$42,776	\$25,584	\$37,901	\$37,979	\$33,170	\$43,569	-	\$34,810	\$42,158	\$37,243	13.2%
Accountant	\$52,122	\$46,049	\$49,271	\$51,350	\$53,916	\$43,155	\$51,050	\$42,386	\$33,508	\$46,979	-28.7%
Audit											
Chief Audit Officer	\$128,245	\$130,650	\$136,203	-	-	\$122,200	\$161,275	\$140,000	\$78,000	\$128,082	-39.1%
Auditor	\$71,400	\$66,200	\$63,127	-	\$66,080	\$45,000	\$59,915	\$57,000	-	\$61,246	N/A
Budget											
Chief Budget Officer	\$150,628	\$124,800	\$172,494	-	\$155,823	\$105,601	\$127,344	\$110,000	-	\$135,241	N/A
Deputy Head - Budget	-	-	\$104,512	-	\$138,395	-	-	\$84,889	\$68,472	\$99,067	-30.9%
Budget Analyst - Senior	-	\$65,229	\$61,034	-	\$70,474	\$54,012	\$69,456	\$55,000	\$66,000	\$63,029	4.7%
Budget Unit Supervisor - Manager	-	-	\$120,710	\$77,500	\$72,601	-	-	-	-	\$90,270	N/A
Budget Analyst	-	-	\$64,202	-	\$56,107	\$53,264	\$52,140	-	-	\$56,428	N/A
Bursar											
Bursar	\$101,853	-	\$88,507	-	\$109,823	\$102,714	\$112,200	\$150,000	\$88,844	\$107,706	-17.5%
Deputy Bursar	\$63,242	\$65,699	-	-	\$95,892	\$60,255	\$86,769	\$69,113	\$67,942	\$72,702	-6.5%
Student Acct. Receivables Manager	-	-	-	-	\$59,129	-	-	\$62,766	\$60,266	\$60,720	-0.7%

Financial Services Staff Salary Comparisons - Ohio Public Universities, FY 2021* (continued)

FY 2021	Bowling Green State	Kent State University	Miami University	NEO Medical University	Ohio University	University of Akron	University of Cincinnati	Wright State University	Youngstown State University	Average	YSU vs. Average
Payroll											
Chief Campus Payroll Administrator	\$78,318	-	\$103,500	-	\$73,824	\$71,248	\$127,344	\$63,826	-	\$86,343	N/A
Payroll Associate or Coordinator	-	\$36,601	\$42,619	\$39,090	\$44,512	\$40,776	\$48,152	\$45,716	\$49,000	\$43,308	13.1%
Purchasing											
Chief Purchasing Officer	\$105,570	\$98,721	\$162,975	-	-	\$85,729	\$156,810	\$117,311	\$78,400	\$115,074	-31.9%
Deputy Head - Purchasing	-	-	\$93,858	-	\$58,913	-	\$62,131	\$70,699	\$60,820	\$69,284	-12.2%
Purchasing Specialist	-	-	-	\$46,200	\$36,522	\$45,981	-	\$34,344	-	\$40,762	N/A
Materials Management Buyer	-	-	\$63,900	-	\$39,560	\$50,733	-	-	-	\$51,398	N/A
Materials Management Buyer - Senior	-	-	\$61,675	-	\$48,339	\$61,145	\$72,637	-	-	\$60,949	N/A
Treasury & Investment											
Investment Analyst - Officer	-	-	\$127,500	-	-	-	\$220,000	-	-	\$173,750	N/A
Chief Investment Officer	-	-	\$186,969	-	\$146,835	-	\$405,000	-	-	\$246,268	N/A
Treasurer	-	\$109,180	-	-	\$141,400	\$82,649	\$179,174	-	-	\$128,101	N/A
VP / Finance Executive											
Chief Business Officer	\$333,969	\$277,002	\$338,508	\$190,000	\$327,726	\$320,000	\$340,966	\$301,380	\$175,650	\$289,467	-39.3%
Chief Financial Officer	-	\$180,345	-	-	-	-	\$262,648	\$158,809	-	\$200,601	N/A

*SOURCE: College & University Professional Association (CUPA). Data for Central State, Ohio State, and Shawnee State universities were incomplete or not otherwise reported to CUPA-HR.

IPEDS Occupational Category: *Business and Financial Operations** Ohio Public Universities

Ohio Public Universities	Total Staff # Fall 2020*	E&G Budget**	Staff per \$10M of budget
Bowling Green University	104	\$305,427,000	3.41
Central State University	39	\$65,000,000	6.00
Cleveland State	136	\$311,519,000	4.37
Kent State University	450	\$659,544,203	6.82
Miami University	284	\$744,196,130	3.82
NEOMED	48	\$84,000,000	5.71
Ohio State University	2,242	\$2,084,378,000	10.76
Ohio University	172	\$732,000,000	2.35
Shawnee State University	9	\$44,771,000	2.01
University of Cincinnati	681	\$981,000,000	6.94
University of Akron	134	\$246,840,000	5.43
University of Toledo	147	\$807,000,000	1.82
Wright State University	90	\$227,700,000	3.95
Youngstown State University	75	\$172,612,881	4.34
Average	329	\$533,284,872	4.84
Average without OSU	182	\$413,970,016	4.38

*Source: National Center for Education Statistics - Integrated Postsecondary Education Data System (IPEDS), <https://nces.ed.gov/ipeds/use-the-data>

**E&G budget information sourced from individual university websites and reflects unrestricted educational and general revenues; years of data available varies by institution but ranges from FY19 to FY22.

IPEDS Occupational Category: *Business and Financial Operations** Select Peer Universities

Select Peer Universities	Total Staff #	E&G Budget**	Staff per \$10M
	Fall 2020*		of budget
Austin Peay State University (TN) [†]	12	\$150,235,000	0.80
Central Connecticut State University	51	\$233,317,904	2.19
Central Washington University	131	\$215,156,000	6.09
Eastern Kentucky University [†]	208	\$276,087,000	7.53
Eastern Washington University	54	\$181,928,000	2.97
Purdue University Fort Wayne	99	\$154,000,000	6.43
Saint Cloud State University (MN)	55	\$166,661,000	3.30
Southeastern Louisiana University	74	\$123,316,000	6.00
University of Central Missouri [†]	121	\$153,600,000	7.88
University of Central Oklahoma	86	\$174,549,000	4.93
Youngstown State University	75	\$172,612,881	4.34
Average	88	\$181,951,162	4.77
Average without outliers [†]	81	\$179,268,541	4.71

[†]Outliers based on survey sample.

*Source: National Center for Education Statistics - Integrated Postsecondary Education Data System (IPEDS), <https://nces.ed.gov/ipeds/use-the-data>.

**E&G budget information sourced from individual university websites and reflects unrestricted educational and general revenues; years of data available varies by institution but ranges from FY19 to FY22.

Key Performance Indicators – Financial Services

Ohio Senate Bill 6 financial ratio scores, FY 2021	Result	Status
Composite Score	4.2	●
Net Operating Ratio score	5	●
Viability Ratio score	4	●
Primary Reserve Ratio score	4	●
Bonded Indebtedness Ratings, 2021		
	Result	Status
Moody's Investment Services	A2/stable outlook	●
Standard & Poor's	A+/negative outlook	●
External Audit results, FY 2021 (Plante Moran)		
	Result	Status
Audit findings	None	●
Internal control deficiencies identified	None	●
Material weaknesses identified	None	●
Designated as low-risk auditee?	Yes	●

● Good/satisfactory

● Caution

● Warning

Key Performance Indicators – Financial Services (continued)

Ohio Department of Higher Education quarterly	Result	Status
Request an advance in state subsidy?	No	●
Fail to make payments to retirement systems?	No	●
Fail to meet payroll?	No	●
Fail to meet debt service obligations?	No	●
Fail to make vendor payments?	No	●
Unanticipated decrease in operating cash?	No	●
An increase in uncollectible accounts receivable?	No	●
Unanticipated capital purchases?	No	●
Unanticipated losses (casualty or investment)?	No	●
Abnormal increase in liabilities?	No	●

● Good/satisfactory

● Caution

● Warning

Operational Statistics – Financial Services

BURSAR	FY2019	FY2020	FY2021
Student accounts receivable at 6/30	\$7,420,998	\$6,629,274	\$6,438,289
Allowance for student account receivable at 6/30	\$3,289,495	\$2,937,779	\$1,073,988
Net student accounts receivable at 6/30	\$4,131,503	\$3,691,495	\$5,364,301
Student accounts receivable write-offs	\$1,235,060	\$1,036,452	\$579,118
New payment plans	371	274	271
Paid in full as of 2/15/22	60%	54%	88%
Active as of 2/15/22	16%	23%	8%
Default as of 2/15/22	24%	23%	4%
IRS Form 1098T's issued *	11,670	11,669	11,220
Student refund direct deposits issued	13,413	19,832	18,782
CONTROLLER	FY2019	FY2020	FY2021
Active funds	2,111	2,247	2,292
All new funds	232	222	180
New grant funds	63	85	75
General ledger journal documents	1,574	1,448	1,375
General ledger journal transaction postings	12,053	10,942	11,712
IRS Form 1042's issued *	30	30	40
IRS Form 1099's issued *	146	90	131
Banner Finance security applications	322	182	321
PAYROLL	FY2019	FY2020	FY2021
Direct deposits issued	65,850	63,080	52,914
Checks issued	884	828	601
IRS Form W-2's issued *	4,268	3,864	3,725



Operational Statistics– Financial Services (continued)

PROCUREMENT	FY2019	FY2020	FY2021
Purchase order count	7,993	6,770	5,727
Total spend on purchase orders	\$52,047,672	\$50,670,018	\$50,504,600
Total spend on purchase orders (with contract)	\$48,002,672	\$50,104,226	\$48,942,643
Percent of spend on contract	92%	99%	97%
Total spend on purchase orders (without contract)	\$4,045,000	\$565,792	\$1,561,957
Procurement card spend	\$3,147,205	\$2,787,075	\$2,282,412
Procurement card rebate	\$78,613	\$41,544	\$54,678
Savings from shared contracts	\$2,002,658	\$3,960,365	\$3,055,026
Diversity spend as % of addressable goods and services	9.83%	9.89%	5.75%
EDGE spend as % of addressable goods, services, construction	4.87%	1.18%	5.43%
Number of projects bid	21	14	12
Travel documents	3,596	2,425	548
Student refund checks issued	6,914	10,849	10,210
Operating checks issued	9,290	7,809	5,464
Operating direct deposits issued	1,486	1,098	463
Invoices	15,482	13,877	12,525
BUDGET & TREASURY SERVICES	FY2019	FY2020	FY2021
International Wires Processed #	15	48	31
International Wires Processed \$	\$37,100	\$119,751	\$36,687
General Ledger budget documents processed by Finance area	1,861	1,453	1,423
General Ledger budget transaction postings by Finance area	14,933	14,852	16,410
INTERNAL AUDIT	FY2019	FY2020	FY2021
Hotline reports received	9	21	16
Risk based audits issued	2	1	2
Recommendations issued	11	6	8

* Denotes figures based on calendar year rather than fiscal year.

Controller's Office staff review and re-organization

Dept: General Accounting, Grants & Gifts Accounting						Salary as of	Planned	Revised
POSITION	FTE	UNION DESC	GRADE	TITLE	10/28/2021	Adjustment	Salary	
998909	1.00	Administrative FT APAS	L4	Senior Financial Analyst	\$52,779	\$0	\$52,779	
998828	1.00	Administrative FT APAS	L4	Coordinator, Financial Systems	\$73,963	(\$18,963)	\$55,000	
998944	1.00	Administrative FT APAS	L4	Vacant - Sr. Financial Analyst	\$62,003	(\$9,003)	\$53,000	
998100	1.00	Administrative FT APAS	L4	Vacant - Coordinator Grants	\$47,198	\$0	\$47,198	
999981	1.00	Administrative FT APAS	L4	Coordinator Gifts Accounting	\$47,198	\$0	\$47,198	
998739	1.00	Administrative FT APAS	L4	Coordinator Grants Accounting	\$58,661	\$0	\$58,661	
999051	1.00	Administrative FT Excluded	L5	Manager, General Acct	\$72,888	(\$4,888)	\$68,000	
998646	1.00	Administrative FT Excluded	L5	Manager, Grants Accounting	\$67,937	\$0	\$67,937	
998087	.50	Administrative FT APAS	L5	Special Asst to AVP for Finance	\$0	\$42,500	\$42,500	
999041	1.00	Administrative FT Excluded	L7	Assoc Controller, Gifts/Grants	\$92,918	\$0	\$92,918	
999160	1.00	Administrative FT Excluded	L7	Associate Controller Gen Acct	\$93,764	(\$10,764)	\$83,000	
999040	1.00	Administrative FT Excluded	L10	AVP Finance and Controller	\$125,977	\$0	\$125,977	
	11.50				\$795,286	(\$1,118)	\$794,168	
999965	.00	Classified FT ACE	28	Administrative Assistant 1	\$52,354	(\$52,354)	\$0	
999982	1.00	Classified FT ACE	30	Accountant 3 Gen Acctg	\$69,576	(\$32,573)	\$37,003	
	1.00				\$121,930	(\$84,926)	\$37,003	
Total	12.50			Total Salaries	\$917,216	(\$86,044)	\$831,171	
				Total Fringe benefits	\$412,747	(\$36,698)	\$374,027	
				Total Compensation	\$1,329,963	(\$122,742)	\$1,205,199	

Change in FTE: **-.50**



Controller's Office staff review and re-organization (continued)

Dept:		Bursar's Office			Salary as of	Planned	Revised
POSITION	FTE	UNION DESC	GRADE	TITLE	10/28/2021	Adjustment	Salary
998506	1.00	Administrative FT APAS	L3	Vacant - Resolution Analyst	\$43,268	\$2,732	\$46,000
998323	1.00	Administrative FT APAS	L4	Sr Financial Analyst	\$59,728	\$0	\$59,728
999044	1.00	Administrative FT Excluded	L5	Mgr Cust Service Ops Stu Accts	\$70,369	\$0	\$70,369
999048	1.00	Administrative FT Excluded	L5	Manager - Collections Stu Acct	\$61,171	\$0	\$61,171
998086	1.00	Administrative FT Excluded	L6	Associate Bursar	\$0	\$72,000	\$72,000
999120	1.00	Administrative FT Excluded	L7	Bursar	\$92,017	\$0	\$92,017
	6.00				\$326,553	\$74,732	\$401,285
999996	1.00	Classified FT ACE	30	Accountant/Examiner 3	\$41,350	\$0	\$41,350
999994	1.00	Classified FT ACE	30	Accountant/Examiner 3	\$51,522	\$0	\$51,522
999666	1.00	Classified FT ACE	30	Accountant/Examiner 3	\$44,450	\$0	\$44,450
998830	1.00	Classified FT ACE	30	Accountant/Examiner 3	\$44,450	\$0	\$44,450
999900	1.00	Classified FT ACE	30	Accountant/Examiner 3	\$50,274	\$0	\$50,274
999698	.00	Classified FT ACE	34	Vacant - Systems Analyst	\$56,802	(\$56,802)	\$0
999995	.50	Classified FT ACE	37	Accountant/Examiner 3	\$26,260	\$0	\$26,260
999658	1.00	Classified FT Excl from ACE	42	Vacant - Business Ops Specialist 4	\$64,688	\$0	\$64,688
999648	1.00	Classified FT Excl from ACE	42	Bus Ops Specialist 4	\$89,440	\$0	\$89,440
	7.50				\$469,235	(\$56,802)	\$412,433
	13.50						
				Total Salaries	\$822,048	\$17,930	\$839,978
				Total Fringe benefits	\$369,921	\$3,196	\$377,990
				Total Compensation	\$1,191,969	\$21,126	\$1,217,968

Change in FTE: 0



Controller's Office staff review and re-organization (continued)

Dept: Payroll						Salary as of	Planned	Revised
POSITION	FTE	UNION DESC	GRADE	TITLE		10/28/2021	Adjustment	Salary
999916	.00	Administrative FT APAS	L4	Payroll Coordinator		\$49,735	(\$49,735)	\$0
999916	1.00	Administrative FT Excluded	L5	Payroll Manager		\$0	\$54,000	\$54,000
	<u>1.00</u>					\$49,735	\$4,265	\$54,000
999992	1.00	Classified FT ACE	26	Payroll Specialist 1		\$44,325	\$0	\$44,325
998710	1.00	Classified FT ACE	26	Payroll Specialist 1		\$33,197	\$0	\$33,197
	<u>2.00</u>					\$77,522	\$0	\$77,522
	<u>3.00</u>							
				Total Salaries		\$127,257	\$4,265	\$131,522
				Total Fringe benefits		\$57,265	\$1,706	\$59,185
				Total Compensation		\$184,522	\$5,971	\$190,706
				Change in FTE: 0				

Controller's Office staff review and re-organization (continued)

Dept: Procurement					Salary as of	Planned	Revised
POSITION	FTE	UNION DESC	GRADE	TITLE	10/28/2021	Adjustment	Salary
998099	1.00	Administrative FT APAS	L4	Vacant - Senior Buyer	\$44,240	\$0	\$44,240
999111	1.00	Administrative FT Excluded	L5	Manager, Acct. Pay. and Travel Serv.	\$69,020	\$0	\$69,020
998183	1.00	Administrative FT Excluded	L5	Manager Procurement	\$55,825	\$0	\$55,825
999113	1.00	Administrative FT Excluded	L7	Director, Procurement	\$81,200	\$0	\$81,200
	<u>4.00</u>				\$250,285	\$0	\$250,285
999947	1.00	Classified FT ACE	11	Travel Clerk	\$27,315	\$0	\$27,315
999744	1.00	Classified FT ACE	14	Business Ops Specialist 1	\$51,467	(\$23,699)	\$27,768
999946	1.00	Classified FT ACE	24	Business Ops Specialist 2	\$66,084	\$0	\$66,084
999797	1.00	Classified FT ACE	24	Business Ops Specialist 2	\$63,282	\$0	\$63,282
998685	1.00	Classified FT ACE	24	Business Ops Specialist 2	\$58,017	\$0	\$58,017
	<u>5.00</u>				\$266,166	(\$23,699)	\$242,467
	<u>9.00</u>						
				Total Salaries	\$266,166	(\$23,699)	\$242,467
				Total Fringe benefits	\$119,775	(\$11,139)	\$109,110
				Total Compensation	\$385,941	(\$34,838)	\$351,577
				Change in FTE: 0			

Controller's Office staff review and re-organization Summary Results

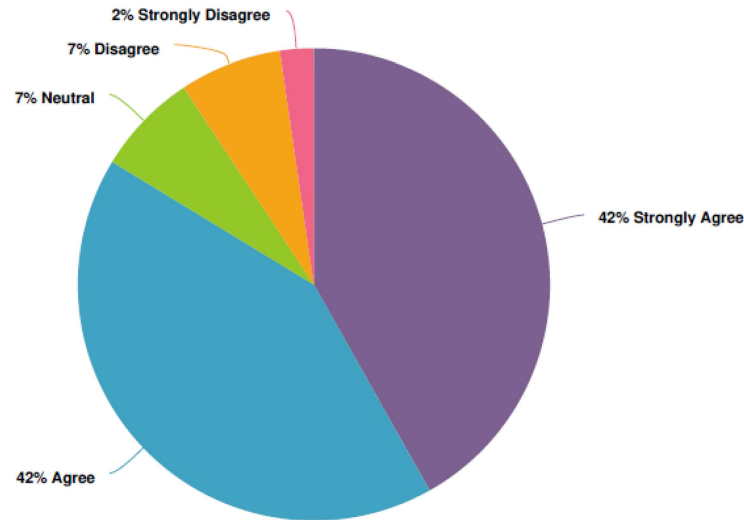
- Reduced overall compensation costs by \$130,000.
- Reduced overall staffing levels by 0.5 FTE (efficiency gained).
- Enhanced staff resources in student-centered Bursar's Office.
- There is no automatic filling of vacant positions. Entire operation is reviewed each time a vacancy arises.
- Risks, roles and responsibilities are evaluated constantly.
- Succession planning is always a main consideration.

Summary - All Controllers depts.	Salary as of 10/28/2021	Planned Adjustment	Revised Salary
Grand Total Salaries	\$2,132,686	(\$87,549)	\$2,045,137
Grand Total Fringe benefits	\$959,709	(\$42,935)	\$920,312
Grand Total Compensation	\$3,092,395	(\$130,483)	\$2,965,449
Change in total FTE: -0.50			

Financial Services Customer Satisfaction Survey

February 2022 survey of financial managers, response rate: 20%

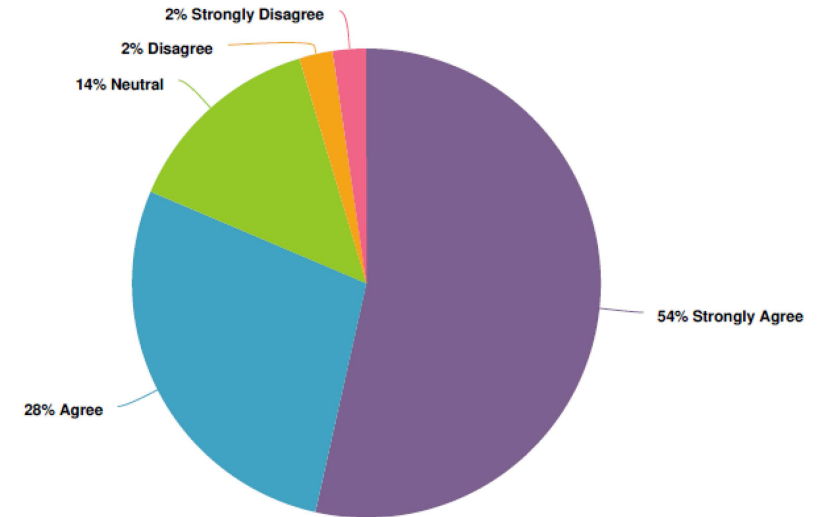
1. We are available when needed.



Value	Percent	Responses
Strongly Agree	41.9%	18
Agree	41.9%	18
Neutral	7.0%	3
Disagree	7.0%	3
Strongly Disagree	2.3%	1

Totals: 43

2. We provide accurate and helpful information.



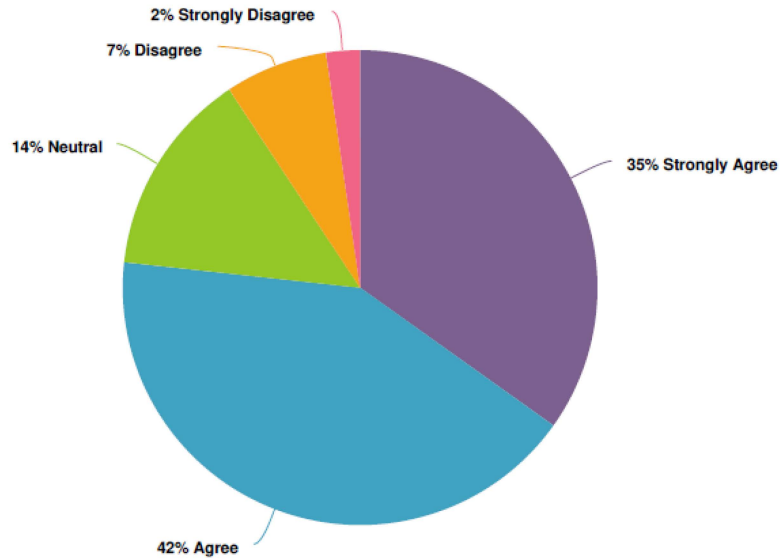
Value	Percent	Responses
Strongly Agree	53.5%	23
Agree	27.9%	12
Neutral	14.0%	6
Disagree	2.3%	1
Strongly Disagree	2.3%	1

Totals: 43

Financial Services Customer Satisfaction Survey

February 2022 survey of financial managers, response rate: 20%

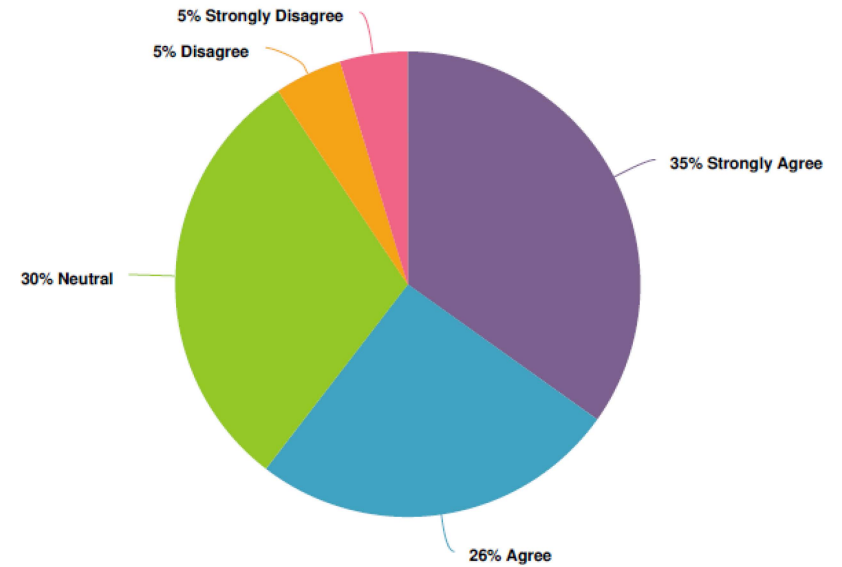
3. Our response was timely.



Value	Percent	Responses
Strongly Agree	34.9%	15
Agree	41.9%	18
Neutral	14.0%	6
Disagree	7.0%	3
Strongly Disagree	2.3%	1

Totals: 43

4. We adequately communicate changes in finance related policies.



Value	Percent	Responses
Strongly Agree	34.9%	15
Agree	25.6%	11
Neutral	30.2%	13
Disagree	4.7%	2
Strongly Disagree	4.7%	2

Totals: 43

Thank you!



**YOUNGSTOWN
STATE
UNIVERSITY**

Division of Legal Affairs/ Human Resources Assessment

University Affairs Committee Meeting
March 2, 2022



**YOUNGSTOWN
STATE
UNIVERSITY**

Mission and Quality Statements

Overall Mission Statement: The Offices of General Counsel, Human Resources, Equal Opportunity, Title IX and Policy Development serve as strategic partners in support of the mission and strategic goals of Youngstown State University by providing a legal and human capital management framework for the effective operation of the University.

Office of General Counsel

Mission Statement: The Office of General Counsel provides legal support, advice and counseling to the campus community on behalf of the Institution in order to maintain legal compliance and create opportunities and programs that increase excellence and foster student success while managing the legal risk to the University.

Quality Statement: The Office of General Counsel will seek to provide legal advice and guidance to the University in the areas of employment practices, real estate, and contracts, while seeking legal and creative ways to achieve the University's goals of academic excellence, student success, and community engagement.



Mission and Quality Statements

Office of Human Resources (HR)

Mission Statement: The Office of Human Resources assists the campus community in recruiting and retaining excellent faculty and staff; supports effective decision-making by providing timely and relevant information; and provides professional development opportunities in order to maintain a knowledgeable workforce.

Quality Statement: The Office of Human Resources will seek to provide effective and innovative human resources processes and procedures for the continuous development of the University's workforce and in support of an environment of academic excellence and student success.

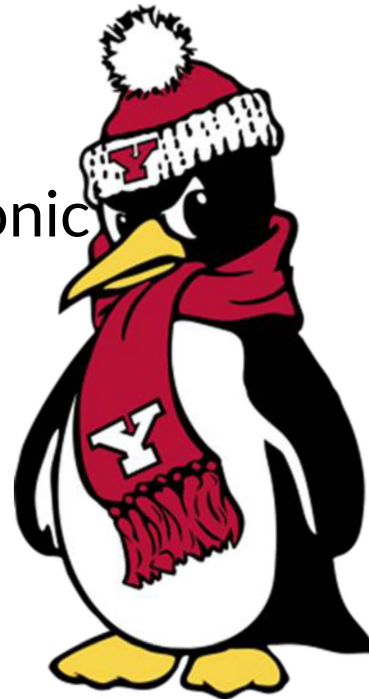
Office of Equal Opportunity, Title IX and Policy Development (EEO)

Mission Statement: The Equal Opportunity, Title IX and Policy Development Office provides support for the University in the areas of state and federal equal opportunity laws and regulations, including Title IX of the Education Amendments Act of 1972. Academic excellence and student success are best served by a campus community free from discrimination and harassment. The Office also creates and modifies university-wide policies that create the framework for the operations of the University.

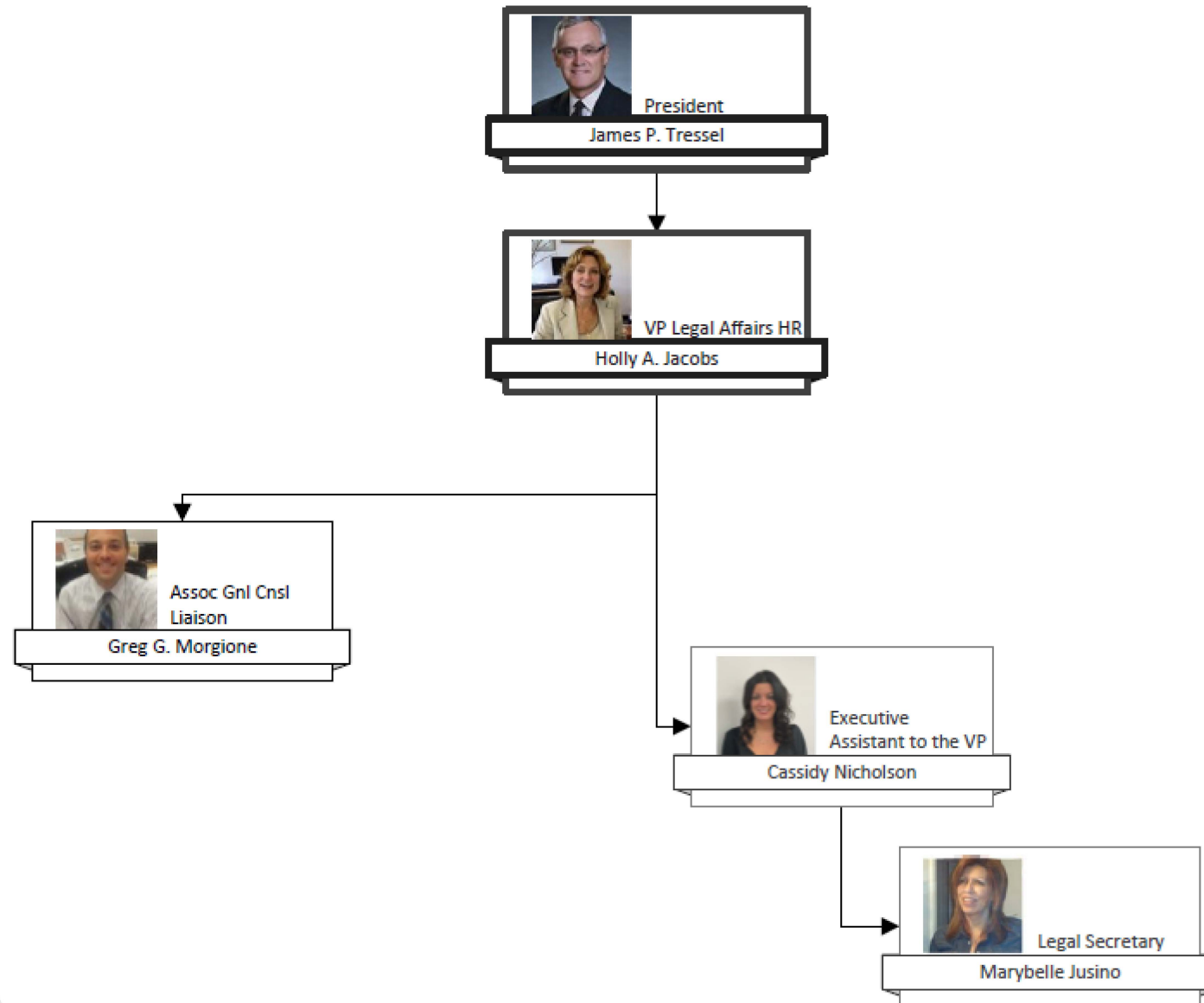
Quality Statement: The EEO Office will provide guidance to employees and students regarding equal opportunity in the workplace and classroom by offering advice and education through timely and effective responses when potential issues arise. The EEO Office will seek to establish a framework of policies and rules that will guide the University toward achieving balance in risk management and optimizing success.

Attribute Statements

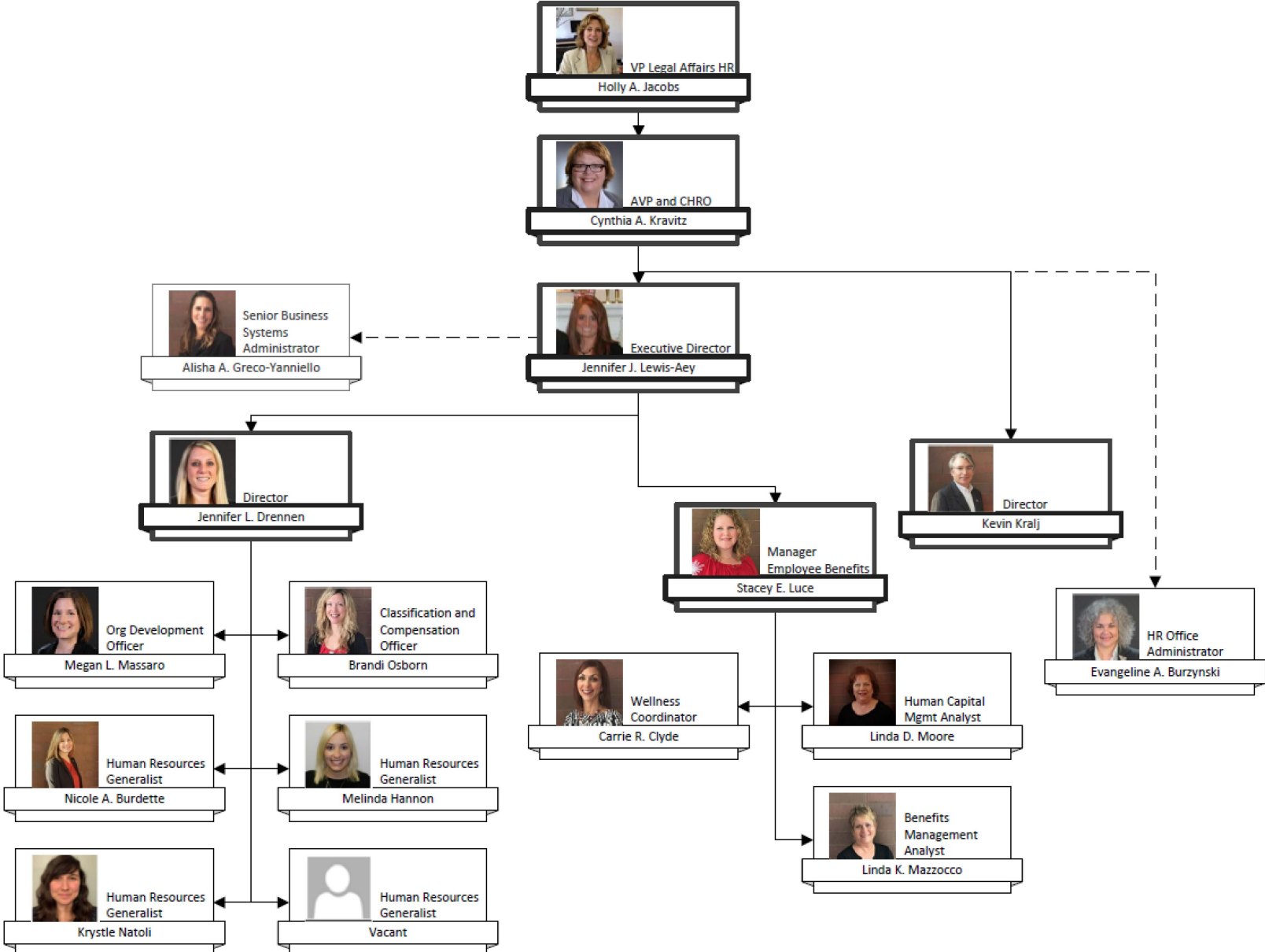
- Increased emphasis on foundational processes and procedures in all areas will create additional efficiencies in productions and outcomes.
- Improved communication with employees in the areas of policies and procedures, training and professional development opportunities, and expectations, outcomes and employee satisfaction metrics.
- Improved customer service and employee relations by enhancing electronic processes and providing clear and knowledgeable advice.



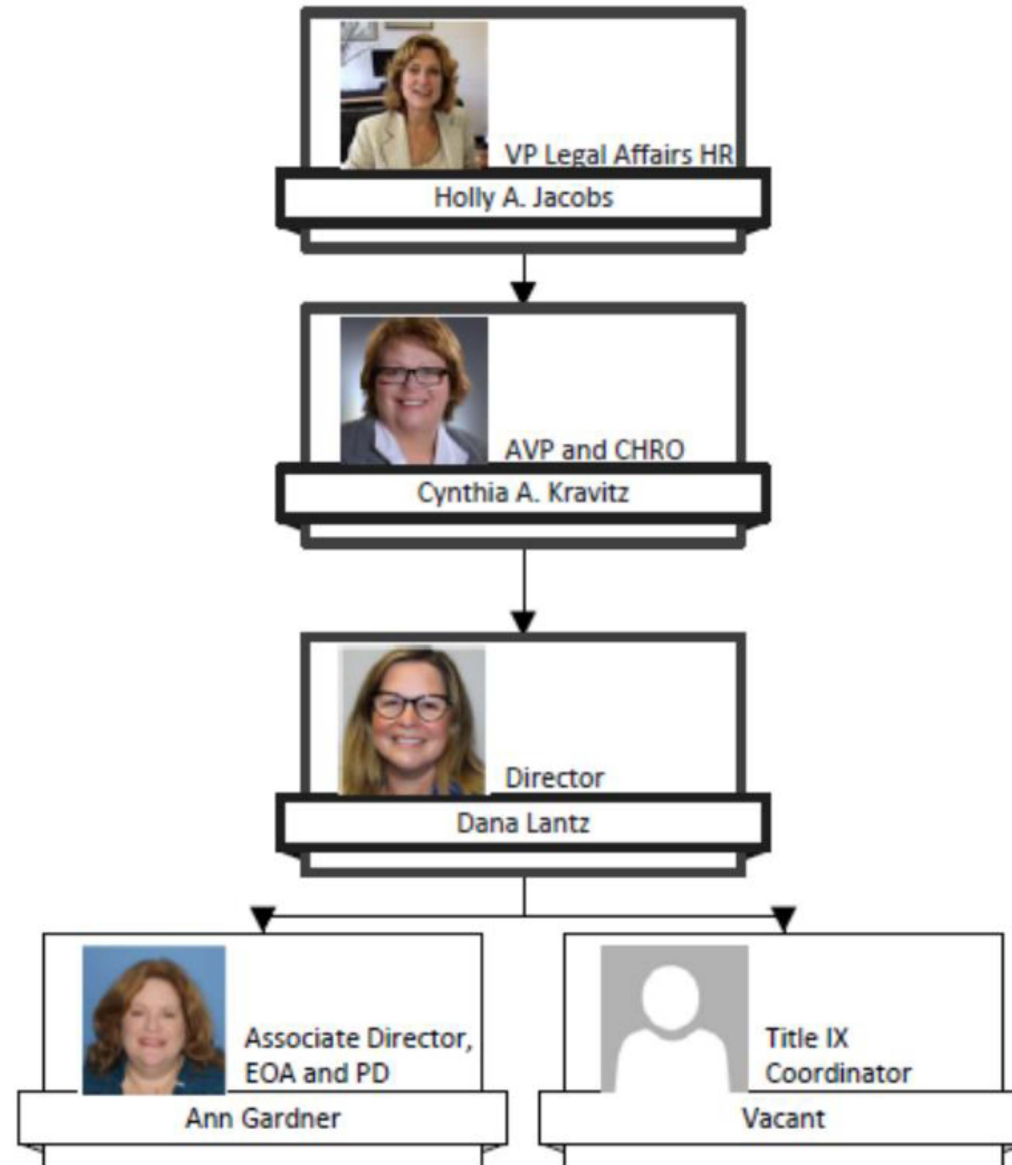
Organization Chart – General Counsel

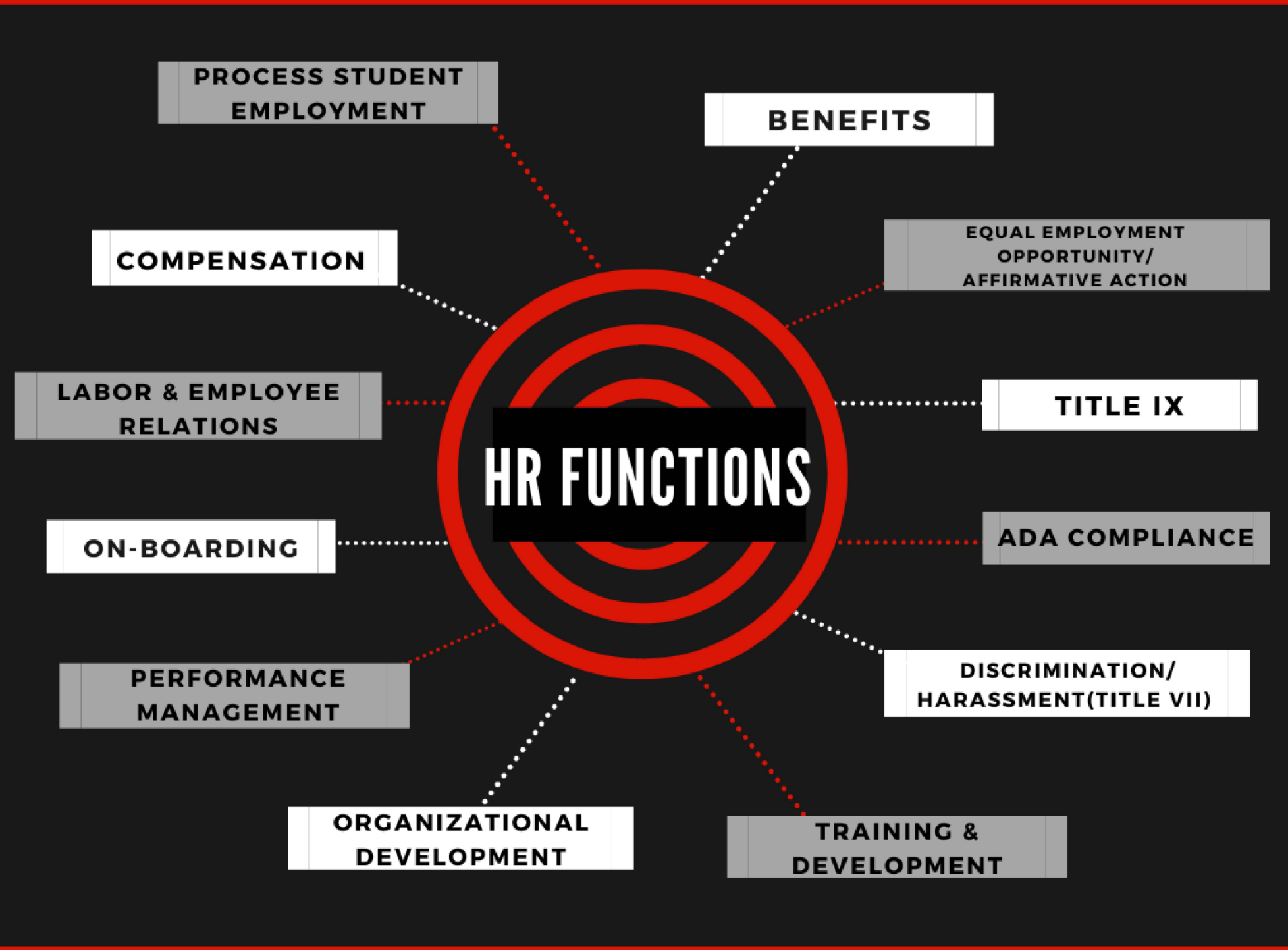


Organization Chart - HR



Organization Chart – EEO





HR Staff to Employee Ratio & Comparison

Institution	Total # Employees (full & part time)	# of HR Staff	HR Staff to Employee Ratio
Bowling Green State University	3,140	14	1 : 224
Cleveland State University	2,863	23	1 : 125
Ohio University	5,172	39	1 : 133
Youngstown State University*	1,720	13	1 : 133
Shawnee State University	603	4.5	1 : 134
University of Akron	2,978	22	1 : 135
Wright State University	2,210	15.5	1 : 143
Miami University	3,895	25	1 : 155
Kent State University	4,659	28	1 : 166

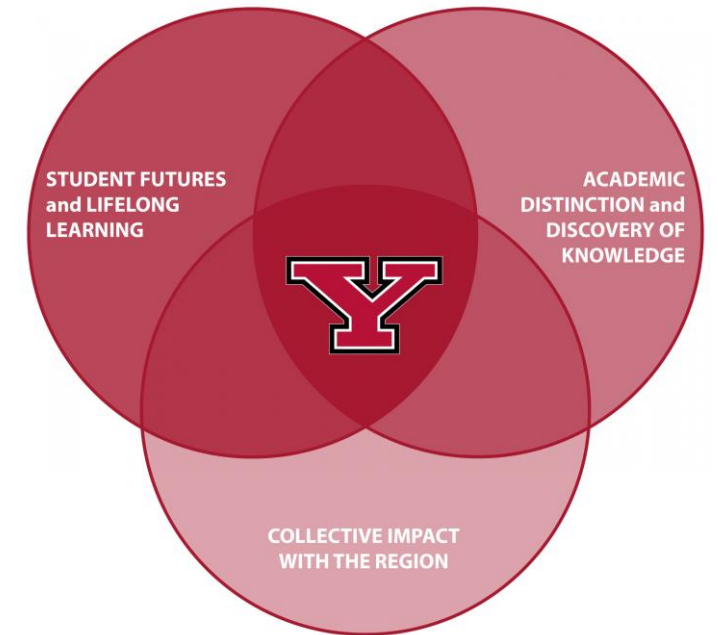
*Unlike the other above listed schools, YSU processes student employment appointments in HR (approximately 1,100 annually).

YSU Salary Analysis

CUPA Position ID Description	Bowling Green State University	Kent State University	Miami University	Ohio University	University of Akron	Wright State University	Youngstown State University	Position Average	YSU Compared to Average
Chief Legal Affairs Officer	215,000	244,159	214,479	265,000	181,210	-	178,284	223,970	-20.40%
Staff Attorney	135,000	111,574	135,000	114,855	99,807	110,000	138,000	117,706	17.24%
Administrative Specialist or Coordinator	-	44,941	65,681	54,643	67,200	-	51,139	58,116	-12.01%
Secretary	33,503	29,369	-	-	39,065	28,495	39,027	32,608	19.69%
Chief Human Resources Officer	164,488	182,623	148,625	235,000	151,776	194,265	150,119	179,463	-16.35%
Deputy Chief HR Officer	103,733	119,715	-	-	113,373	-	106,575	112,274	-5.08%
Chief Campus Employee Relations Administrator	95,721	79,413	102,335	114,477	67,200	-	100,445	91,829	9.38%
Chief Equal Opportunity or Affirmative Action Officer	-	78,318	102,000	136,350	79,200	-	102,444	98,967	3.51%
Deputy Head, Campus AA-EEO Office	-	-	68,727	-	-	-	73,080	68,727	6.33%
HR Employment Unit Supervisor	-	-	-	-	-	-	88,028	88,028	0.00%
HR Generalist, Senior	-	-	67,568	-	-	-	45,377	67,568	-32.84%
HR Classification & Compensation Specialist, Senior	-	-	-	60,600	-	-	59,012	60,600	-2.62%
HR Classification & Compensation Specialist	68,890	42,075	-	-	-	-	53,795	55,483	-3.04%
HR Benefits Unit Supervisor	-	-	-	-	-	62,852	62,118	62,852	-1.17%
HR Benefits Specialist	49,483	44,246	-	59,591	-	-	40,747	51,107	-20.27%
Training - Organizational Development Specialist	48,924	46,544	83,589	59,550	-	-	52,387	59,652	-12.18%

Alignment with Mission and Vision and the Plan for Strategic Actions to Take Charge of Our Futures

HR and EEO provide programs and services in recruitment, benefits, compensation, policies and procedures, professional development, Title IX and other employee/student-related matters that are focused on providing an effective and legally compliant working and learning environment with a talented and performance driven workforce that is dedicated to the success of Youngstown State University as a premier state university in northeast Ohio.



Strategic Plan Support

Culture of Caring:

- Providing knowledgeable and timely responses and/or solutions to applicants, employees, and managers
- Focusing on developing and maintaining a high-quality professional HR and EEO workforce
- Improving new employee onboarding to create appropriate and necessary expectations and understanding of the work environment
- Creating objective and trustworthy employment related and student centric investigations and outcomes
- Providing benefits, wellness programs and a campus culture designed to create an engaged and productive workforce for the benefit of our students



Strategic Plan Support

Marketing and Communication:

- Creating consistent and uniform written processes that are accessible to employees thereby instilling confidence in employment practices
- Focus on consistent and professional communication with campus constituents
- Expanding access to wider community for recruitment of positions

Information Technology:

- Development, implementation, and enhancement of electronic processes- hiring, evaluations, and training

Data Informed Decision Making:

- Improving employment data integrity



Strategic Plan Support

Organizational Structure and Efficiency:

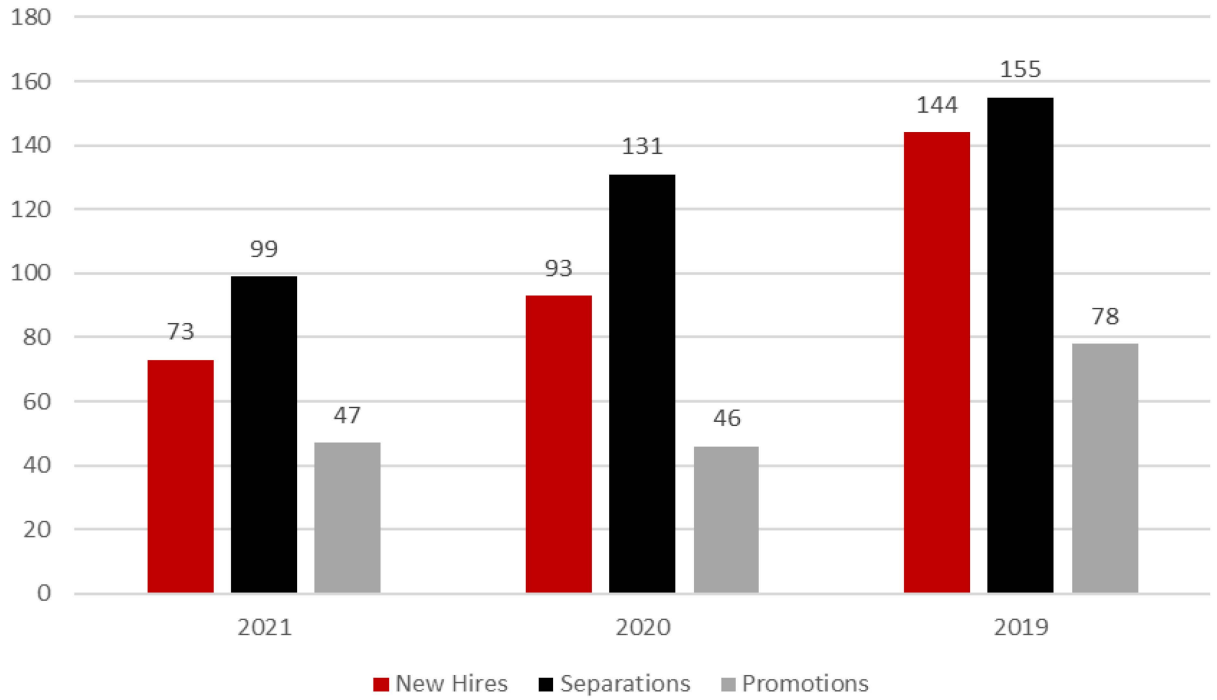
- Improving and expanding relevant compliance and professional development programs, specifically improving management skills and increasing understanding and awareness of legal and policy obligations
- Protecting the University and employees from illegal discrimination and litigation through best practices in hiring, promotion, and separation of employees and in the work environment
- Creating objective and trustworthy employment related and student centric investigations and outcomes



Employment Indicators

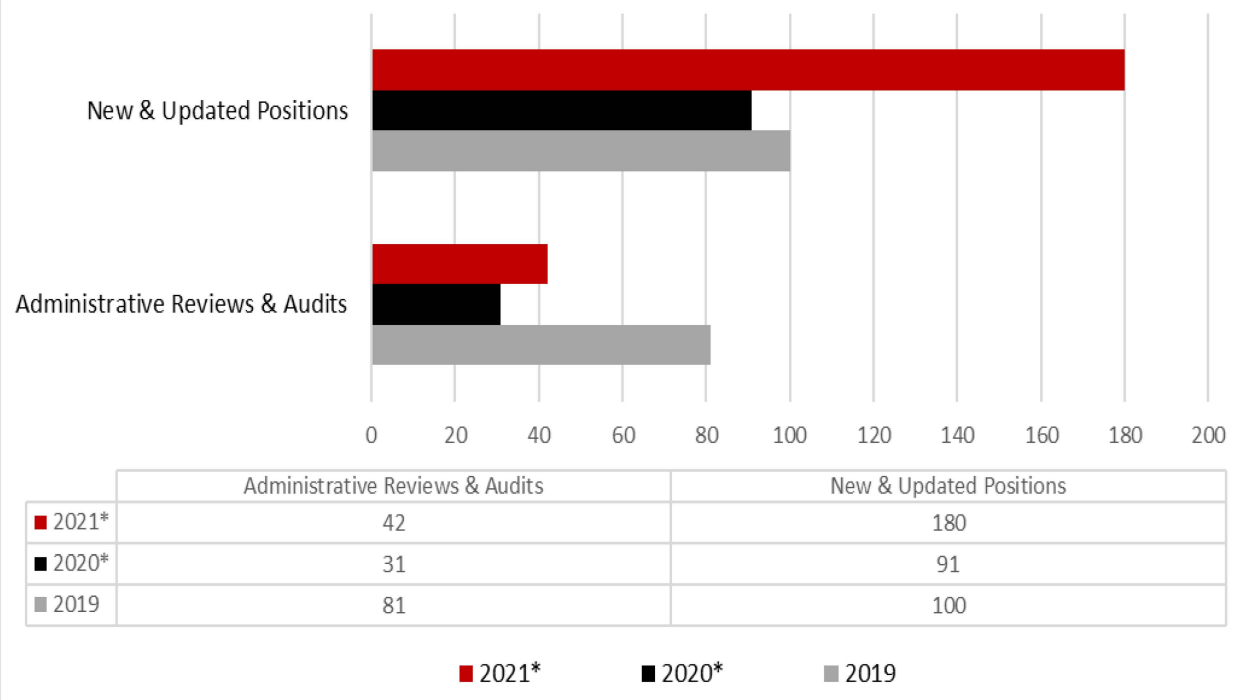
Employment Metrics

New Hires, Separations, and Promotions

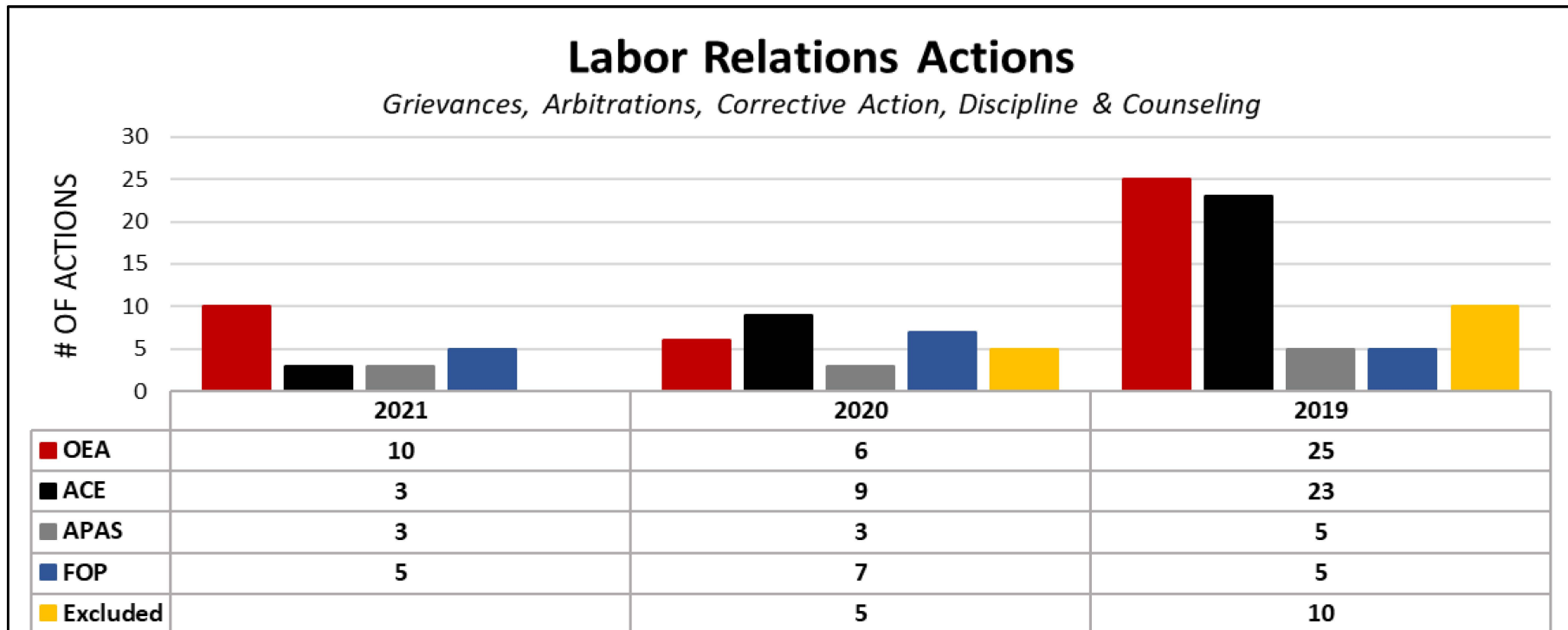
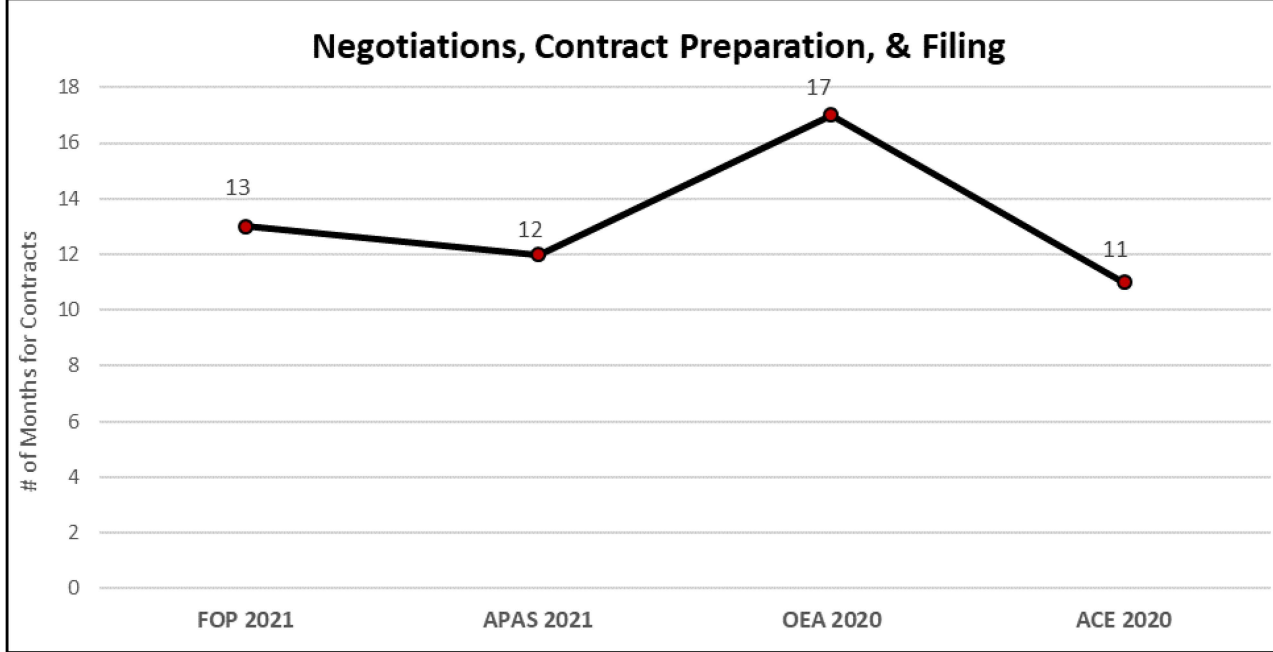


Classification Metrics

**agreed upon abeyance of classification reviews*



Labor Relations KPI's



Health Care Benefits:

- Medical and Prescription
 - 2,116 total lives enrolled (936 employees/1,180 dependents)
 - Gross Medical & Rx Claims Fixed Costs in FY'21 \$18,624,360
- Dental
- Vision
- Flexible Spending
- Health Savings Accounts

Administer Leaves:

- A total of 137 leaves processed in 2021

- Association Leave
- Bereavement Leave
- Child Care Leave
- Civic Leave
- Education Leave
- Emergency Leave
- Emergency Relief Leave
- Emergency Service Leave
- Employee Medical
- Exchange Professors Leave
- FMLA
- Leave for Extended Serious Health Condition or Disability
- Legal Leave
- Line-of-Duty Leave
- Liver, Kidney or Bone Marrow Leave
- Maternity Leave
- Military Leave
- Parental Leave
- Personal Leave
- Political Leave
- Professional leave with Pay
- Professional Leave without Pay
- Sabbatical/Faculty Improvement Leave
- Sick Leave
- Staff Development Leaves
- Training Leave
- Unscheduled Leave Policy
- Visiting Staff Leave

Workers Compensation Claims

- A total of 12 Workers Compensation Claims in 2021

Monitor & Verify Information for Unemployment Claims

Life Insurance

Long Term Disability Insurance

Retiree Benefits
(OPERS/STRS/ARP)

403B/457 Accounts

Heritage Awards

Distinguished Service/
Professorship Awards

Tuition Remission

Employee Wellness

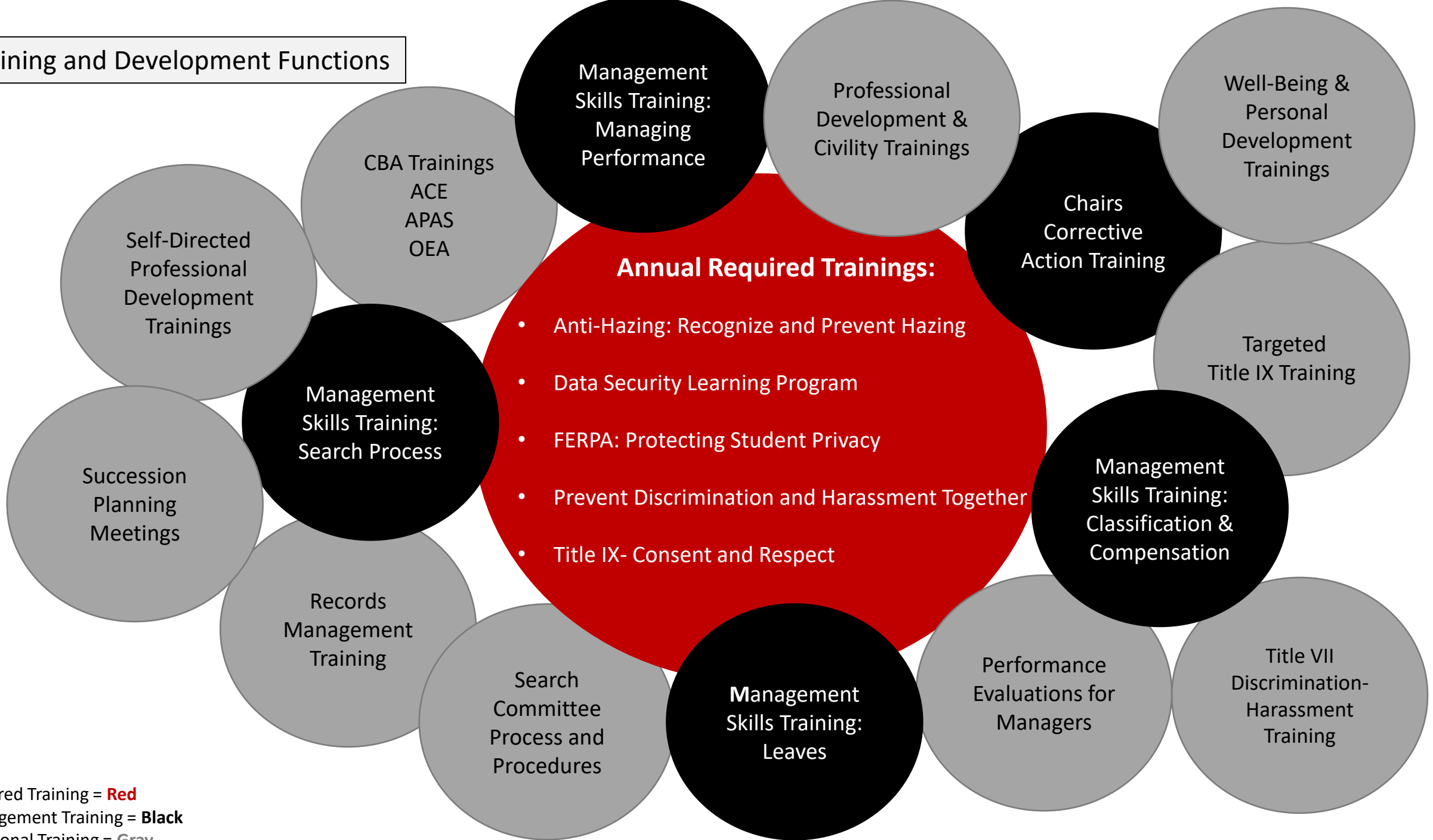
- 30% of benefit eligible employees participated in 2021

Employee Assistance Program

- 11.14% utilization rate in 2021



Training and Development Functions

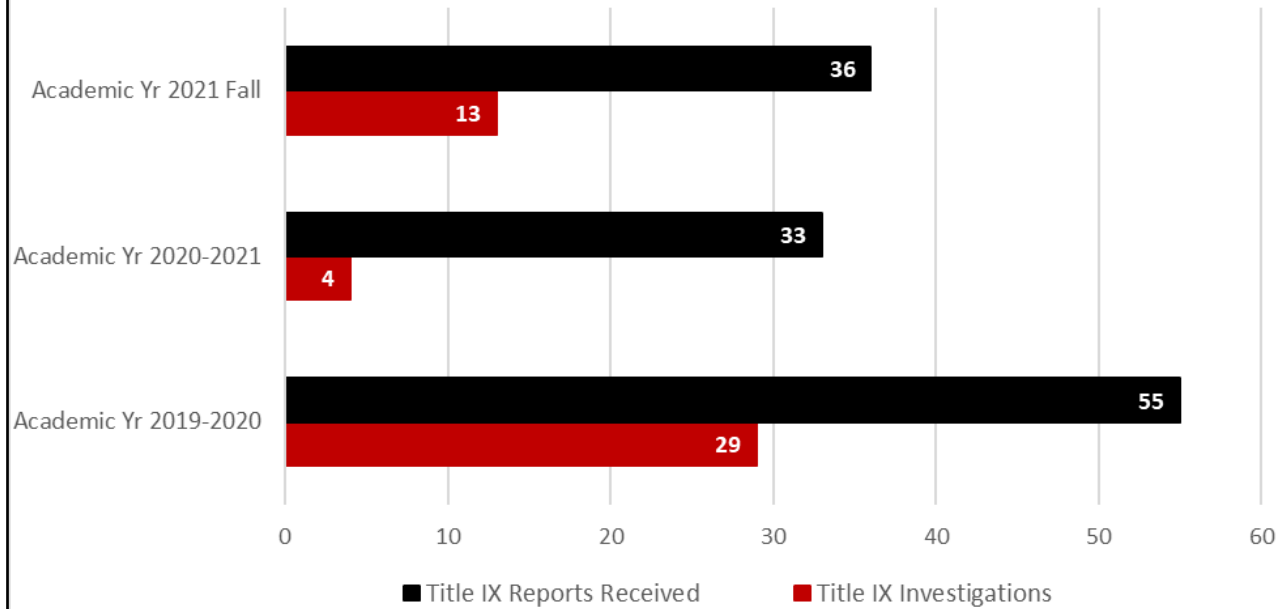


Required Training = **Red**
Management Training = **Black**
Additional Training = **Gray**

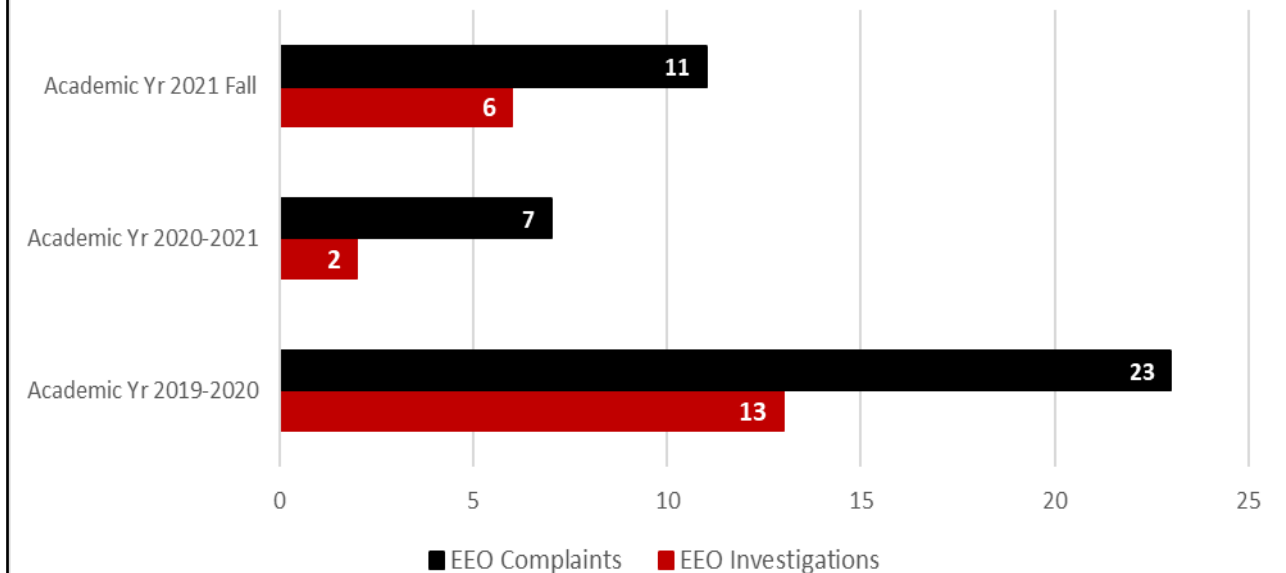
EEO KPI's

The Office of Equal Opportunity, Title IX, and Policy Development administers the University's Equal Opportunity and Title IX policies and practices including campus-wide training and complaint resolution and manages the review and development of Board of Trustees Policies to insure compliance with applicable regulations and University requirements.

Title IX Reporting and Investigations



EEO Complaints and Investigations



Sustainability & Change Management Projects

2022

- Developing Professional/Administrative Compensation Analysis and Classification Plan
- Implementing new HR software – NEOED for posting, onboarding, tracking data affirmative action, EEO outcomes, learning management (training) and performance management

2021

- Implemented Voluntary Separation Retirement Plan, Retrenchment and Separation Agreements for faculty
- Coding reclassification for management and non-management for federal and state reporting

2020

- Digitized Tenure/Promotion process
- Managed workforce changes per the pandemic
- Implemented ACE/APAS/Excluded Layoff and Furlough
- Processed an Academic Reorganization

2019

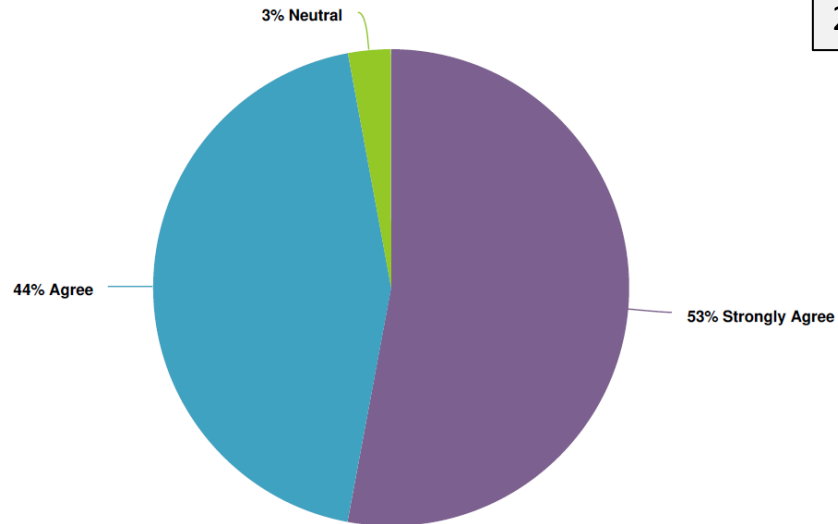
- Developed a YSU specific ACE Classification Plan
- Began implementing electronic Faculty Load and Compensation module integrating campus areas
- HR website re-design



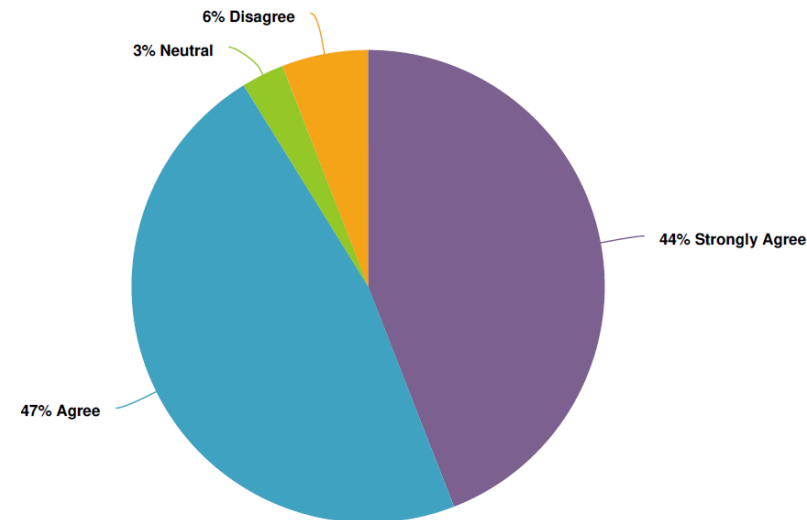
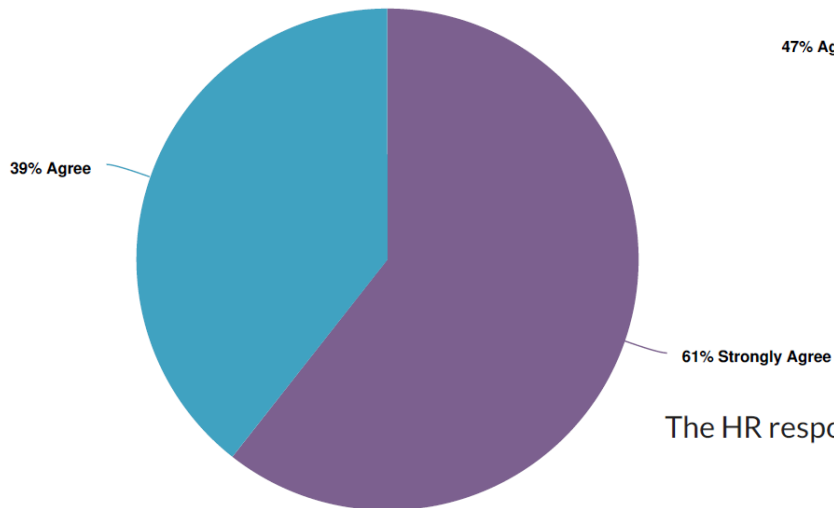
HR Satisfaction Survey

The HR Service Survey was conducted in January 2022 and shared with Director level and above.

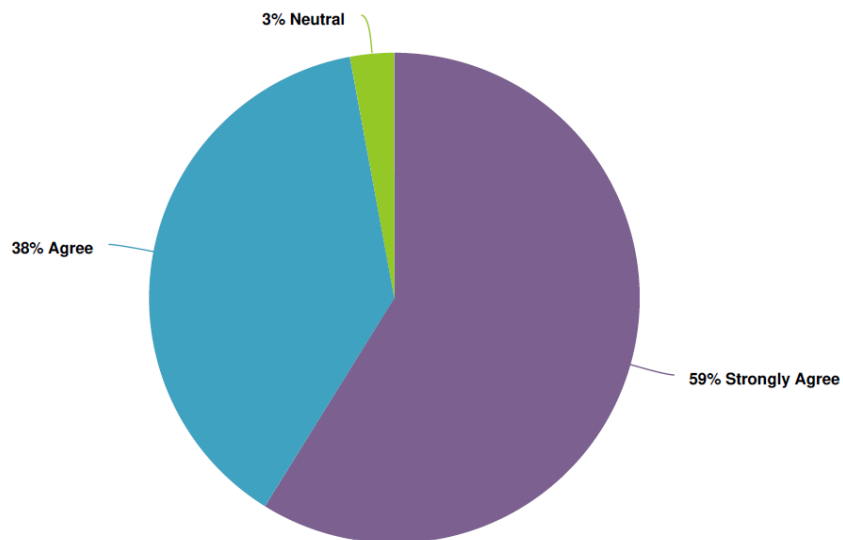
HR is available when needed.



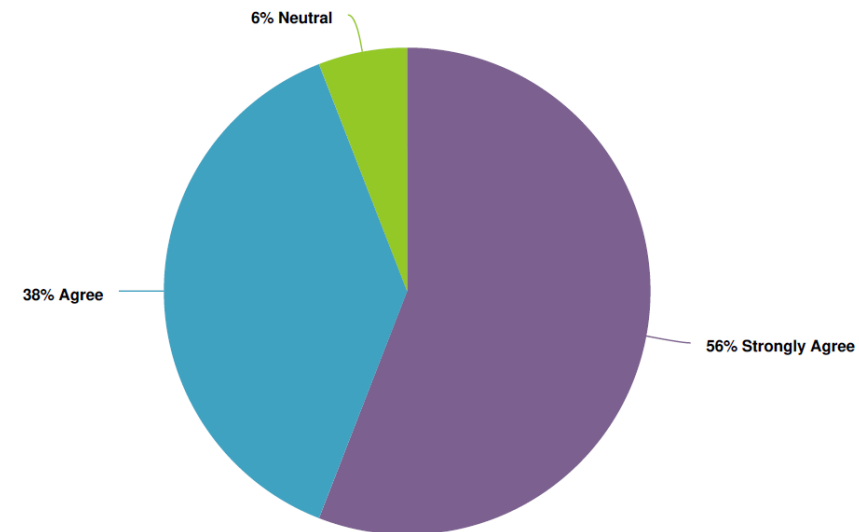
My overall experience was positive.



HR provides accurate and helpful information.



The HR response was timely.



Points of Pride

Improved awareness of Title IX and anti-discrimination

Flexible yet compliant HR and EEO processes, focusing on customer service

Implementation of electronic employment and evaluation processes which creates efficiencies

Award Winning Wellness Program

2021 Healthy Business Council of Ohio

2021 American Heart Association Silver Workplace Achievement

Improved Labor Relations

Participation in Ohio Department of Higher Education Changing Campus Culture Initiative

3 out of 4 Star Rating for Public Records

Expanded focus on equity and inclusion in recruitment and outreach programs

The Office of Human Resources viewed as a strategic partner by University leadership, management, and employees



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Thank you!



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