
MEMORANDUM OF UNDERSTANDING
ACE COVID-19 COST SAVINGS REDUCTIONS
TERM OF AGREEMENT-MAY 24, 2020 - JUNE 30, 2021

Youngstown State University (University) and the Youngstown State University Association of Classified Employees (ACE) agree to modify the working conditions and ACE Collective Bargaining Agreement (CBA), where applicable, to effectuate the following, which shall become effective upon its ratification by ACE and its adoption by the University.

Furloughs:

1. The University will implement a plan wherein all bargaining unit employees will be required to take up to twenty-six (26) workdays of unpaid leave (also called "furlough days"). To account for the furlough days, starting on Sunday, July 5, 2020 and continuing through the pay period ending on Saturday, July 3, 2021, a bargaining unit employee's hourly rate will be reduced by 10% for FY 2021. Prior to the start of furlough days, an email will be sent to the ACE President regarding furloughs. Individual furlough notifications will not be provided.
2. Bargaining unit employees will continue to receive healthcare at the amounts and terms specified in the CBA during the furlough days. Bargaining unit employees remain responsible for the employee contribution for their chosen healthcare plan as specified in the CBA.
3. The application of furlough days by the University does not require a statement of rationale, is not subject to arbitration, displacement, grievances, notification requirements, and seniority rights or articles contained in the CBA and shall not be appealed to SPBR, or any other forum.
4. Retention points will continue to accrue during furlough days at the rate of one point per pay period. Retention points will not be reduced. There will be no break in service.
5. All furlough days will be assigned by the University based on operational needs, except for five (5) days, the use of which will be subject to prior approval of the University based on a request from the bargaining unit employee. These days must be used prior to the end of FY21 (June 30, 2021). After that date, the days will no longer be available for use.

Lack of Work (LOW) Layoffs:

1. The University will implement LOW layoffs for the bargaining unit employees identified on the attached Exhibit A. LOW layoffs will be for a period beginning on Sunday, May 24, 2020 through the pay period ending on Saturday, August 1, 2020, unless recalled as stated below. Prior to the start of LOW layoffs, affected bargaining unit employees will be notified through an individualized

notification, which will be emailed, with an email copy to the ACE President. If the operational needs of the University change after Sunday, May 24, 2020, a bargaining unit employee may be recalled from LOW layoff.

2. Bargaining unit employees will continue to receive healthcare during LOW layoffs at the amounts and terms specified in the CBA. Bargaining unit employees remain responsible for the employee contribution for their chosen healthcare plan as specified in the CBA. Employee contributions will be directly billed by the Bursar's office on a monthly basis.
3. The implementation of LOW layoffs by the University does not require a statement of rationale, is not subject to arbitration, displacement, grievances, notification requirements, and seniority rights or articles contained in the CBA and shall not be appealed to SPBR, or any other forum.
4. Retention points will continue to accrue during LOW layoffs at the rate of one point per pay period. Retention points will not be reduced. There will be no break in service.
5. Tuition Remission will remain at current levels.
6. If requested by a bargaining unit employee, the University will provide documentation necessary for creditors, etc., delineating the anticipated length of the LOW Layoff within ten (10) business days.
7. Bargaining unit employees are responsible for applying for and submitting the proper paperwork to the Ohio Department of Job and Family Services (ODJFS). The University will not challenge an application for unemployment compensation for a LOW Layoff. Additionally, in providing the information to the ODJFS, the University shall state that the bargaining unit employee's lay off was due solely to a lack of work caused by COVID-19 and not for cause.
8. Unless otherwise agreed to by the parties in a separate MOU, prior to the conversion of a LOW Layoff to a Lack of Funds Layoff, as specified in the CBA, bargaining unit employees will be afforded their rights under Article 16 of the current CBA. However, any notifications required by Article 16 will be through email to the affected bargaining unit employee with an email copy to the ACE President.

Voluntary Reduction in Force:

1. Pursuant to Article 16.4 of the CBA, bargaining unit employees may ask to be laid off for a period beginning on Sunday, May 24, 2020 through the pay period ending on Saturday, August 1, 2020. Voluntary Reduction in Force (VRF) Layoffs will require prior supervisory approval. If approved, prior to the start of VRF Layoffs, affected bargaining unit employees will be notified through an individualized notification, which will be emailed, with an email copy to the ACE President. If the operational needs of the University change after Sunday, May 24, 2020, a bargaining unit employee may be recalled from VFR layoff.


2. Bargaining unit employees will continue to receive healthcare during VRF Layoffs at the amounts and terms specified in the CBA. Bargaining unit employees remain responsible for the employee contribution for their chosen healthcare plan as specified in the CBA. Employee contributions will be directly billed by the Bursar's office on a monthly basis.
3. The implementation of VRF Layoffs by the University does not require a statement of rationale, is not subject to arbitration, displacement, grievances, notification requirements, and seniority rights or articles contained in the CBA and shall not be appealed to SPBR, or any other forum.
4. Retention points will continue to accrue during these layoffs at the rate of one point per pay period. Retention points will not be reduced. There will be no break in service.
5. Tuition Remission will remain at current levels.
6. If requested by a bargaining unit employee, the University will provide documentation necessary for creditors, etc., delineating the anticipated length of VRF Layoffs within ten (10) business days.
7. Unless otherwise agreed to by the parties in a separate MOU, as specified in the CBA, prior to the conversion of a VFR Layoff to a Lack of Funds Layoff, bargaining unit employees will be afforded their rights under Article 16 of the current CBA. However, any notifications required by Article 16 will be through email to the affected bargaining unit employee with an email copy to the ACE President.

Miscellaneous:

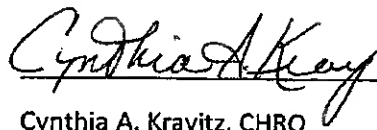
1. During the term of this MOU, the provisions of Article 20 Classifications and Position Audits, will be held in abeyance, except as provided in this section. The University will assign work within a bargaining unit employee's position classification or of a lower classification during the term of this MOU. If a bargaining unit employee believes that they are performing duties which do not properly fall within their position classification, the bargaining unit employee shall contact the ACE President. If the ACE President has a bona fide good faith belief that the bargaining unit employee is performing duties which do not properly fall within their position classification, the ACE President shall contact the HR Organizational Development Office to discuss the matter. If the parties cannot resolve the dispute, the dispute will be resolved by the Audit Appeal Committee composed of the ACE President or their designee, the Chief Human Resources Officer or their designee, and the Vice President of Finance and Administration or their designee.
2. If the salary reductions for excluded Professional Administrative staff are returned to their previous level during the term of this MOU, furlough days will cease and bargaining unit employees affected by LOW layoffs and VRF layoffs shall be returned to work, and all bargaining unit employees salaries will be returned to their pre-MOU hourly rates prospectively effective on the date that excluded Professional Administrative staff were returned to their previous levels of salary.
3. If a bargaining unit employee separates and/or retires during the term of the MOU, vacation and sick pay-outs will be at the rate earned at the time of separation and/or retirement.

4. Step increases for employees hired after August 16, 2017 and scheduled for payment during the term of this MOU will be based on pre-MOU hourly rates.
5. If the University considers subcontracting above current subcontracting levels, the University will meet and confer with ACE prior to subcontracting.
6. If a bargaining unit employee works more than their scheduled hours during a week that includes a furlough day, the bargaining unit employee will be paid overtime at the furlough rate. For example, if an employee is scheduled for thirty-two (32) hours during a week that includes a furlough day and is called into work on their furlough day, the bargaining unit employee will be paid overtime for time worked in excess of thirty-two (32) hours.
7. Except as otherwise specified herein, all provisions of the CBA shall remain in full force and effect as written.
8. Upon expiration of this MOU, all terms and conditions of employment for ACE bargaining unit employees will return to the terms and conditions specified in the CBA.
9. The parties agree that this MOU is non-precedent setting and that no party will use this MOU for any purpose, including, but not limited to any arbitration, State Personnel Board of Review Proceeding (SPBR), or other legal proceeding, except for one involving enforcement of this MOU.

By signing this MOU, the parties acknowledge and agree that, subject to the terms of the CBA, additional cost savings (e.g., Lack of Funds Layoffs) may be implemented by the University at any time.

 05/21/2020

Connie Frisby, ACE President Date

 5/21/2020

Cynthia A. Kravitz, CHRO Date

Last Name	First Name	Title	Department	FTE
Adams	Edward	Residence Hall Monitor	Housing & Residence Life	.50
Audia	Joseph	Tech Support Technician 1	IT Customer Services	1.00
Balent	Pamela	Data Administration Specialist	Alumni & Events Operations	1.00
Bodnark	Mary	Layout Design Artist	Marketing & Communications	.75
Bowman	Michael	Administrative Assistant 2	Student Counseling Center	1.00
Brennan	Brian	Library Operations Supervisor	Maag Library	1.00
Brown	Karen	Custodial Worker PT	Housing & Residence Life	.75
Buck	Tiffany	Administrative Assistant 2	Andrews Student Recr & Wellness Ctr	1.00
Buser	Kathleen	Administrative Assistant 1	Dean - Business Administration	1.00
Cambouris	Jennifer	Administrative Assistant 1	Accounting & Finance	1.00
Clements	Daniel	Service Desk Technician	IT Customer Services	1.00
Cobbin	Derrick	Parking Facilities Supervisor	Parking Services	1.00
DeAngelo	Thomas	Parking Facilities Supervisor	Parking Services	.50
DeLucia	Nicholas	Tech Support Technician 1	IT Customer Services	1.00
Dota	Mary	Administrative Assistant 1	Jambar	.63
Duckworth	Christopher	Print Assistant	Printing Services	1.00
Frazzini	Martha	Clerk 2	Parking Services	.75
Garofali	Lisa	Librarian 2 (non-degreed)	Maag Library	1.00
Gentry	Lonnie	Administrative Assistant 2	Kinesiology and Sport Science	1.00
Graneto	Lora	Administrative Assistant 1	Student Activities	1.00
Grumley	Norma	Clerk 2	Parking Services	.50
Jenkins	Barry	Parking Facilities Attendant	Parking Services	1.00
Kennehan	Rita	Administrative Assistant 1	Alumni & Events Operations	1.00
Kimmel	Pamela	Administrative Assistant 1	Veterans Affairs	.75
Kostantas	Amalia	Residence Hall Monitor	Housing & Residence Life	1.00
Kovaleski	Timothy	Systems Analyst 1	Registration & Records	1.00
Labusch	Joachim	Parking Facilities Attendant	Parking Services	.50
Lawrence-Manley	Julie	Administrative Assistant 1	Printing Services	1.00
Leko	Anna	Service Desk Technician	IT Customer Services	1.00
Liguori	Joseph	Tech Support Technician 1	IT Customer Services	1.00
Lloyd	James	Parking Facilities Attendant	Parking Services	.50
Manning	Thomas	Parking Facilities Supervisor	Parking Services	1.00
Marinkovich	Marko	Recreation Facilities Mgr 1	Andrews Student Recr & Wellness Ctr	.50
Mehle	Vicki	Residence Hall Monitor	Housing & Residence Life	1.00
Neal	Bonita	Residence Hall Monitor PT	Housing & Residence Life	.50
Peachock	Patrick	Residence Hall Monitor	Housing & Residence Life	.50
Polis	Troy	Parking Facilities Attendant	Parking Services	.50
Puskar	Mary Lou	Administrative Assistant 1	Dean - STEM	.50
Reyes	Kenny	Library Assistant 2	Maag Library	1.00
Rossi	Todd	Residence Hall Monitor	Housing & Residence Life	1.00
Schneider	Jeremy	Tech Support Technician 1	IT Customer Services	1.00
Schoenfeld	Melissa	Print Assistant	Printing Services	1.00
Sewell	Elaine	Library Assistant 2	Maag Library	1.00
Texter	Christina	Administrative Assistant 1	Alumni & Events Operations	1.00
Wilson	Hasheen	Tech Support Technician 1	IT Customer Services	1.00
Woodford	Debra	Clerk 2	Parking Services	.50
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