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**MEMORANDUM OF UNDERSTANDING
APAS COVID-19 COST SAVINGS REDUCTIONS
TERM OF AGREEMENT-JUNE 1, 2020 - JUNE 30, 2021**

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

Furloughs:

1. The University will implement a plan wherein all bargaining unit employees will be required to take twenty six (26) workdays of unpaid leave (also called "furlough days"). Accordingly, starting on Wednesday, July 1, 2020 and continuing through Wednesday, June 30, 2021, a bargaining unit employee's salary will be reduced by 10% for the FY 2021. Prior to the start of furlough days, an email will be sent to the APAS President regarding furloughs. Individual furlough notifications will not be provided.
2. Bargaining unit employees will continue to receive healthcare at the amount 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 displacement, grievances, arbitration, notification requirements, and seniority rights or articles contained in the CBA and shall not be appealed to the State Personnel Board of Review (SPBR) or appealed in any other forum.
4. Seniority will continue to accrue during furlough days with no breaks 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 FY 21 (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 Monday, June 1, 2020 through Friday, July 31, 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 APAS President. If the operational needs of the University change after Monday, June 1, 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 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 displacement, grievances, arbitration, notification requirements, and seniority rights or articles contained in the APAS CBA and shall not be appealed to the SPBR or any other forum.
4. Seniority will continue to accrue during LOW layoffs with no break in service.
5. Tuition Remission will remain intact at current levels as specified in the CBA.
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 applying for and submitting the proper paper work 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 ODJFS, the University shall state that the bargaining unit employee's layoff 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 12 of the current CBA. However, any notifications required by Article 12 will be through email to the affected bargaining unit employee with an email copy to the APAS President.

Voluntary Reduction in Force:

1. Bargaining unit employees may ask to be laid off beginning on Monday, June 1, 2020 and continuing through Friday, July 31, 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 APAS President. If the operational needs of the University change after Monday, June 1, 2020, a bargaining unit employee may be recalled from VRF 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 displacement, grievances, arbitration, notification requirements, and seniority rights

or articles contained in the APAS CBA and shall not be appealed to the SPBR or appealed in any other forum.

4. Seniority will continue to accrue during VRF layoffs with no break in service.
5. Tuition Remission will remain at current levels as specified in the CBA.
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, prior to the conversion of a VFR Layoff to a Lack of Funds Layoff, as specified in the CBA, bargaining unit employees will be afforded their rights under Article 12 of the current APAS CBA. However, any notifications required by Article 12 will be through email to the affected bargaining unit member with an email copy to the APAS President.

Miscellaneous:

1. During the term of this MOU, the provisions of Article 15, Position Audits and Appeals, will be held in abeyance, except as provided in this section. The University will only assign work within a bargaining unit employee's position description or at a lower pay grade during the term of this MOU. If a bargaining unit employee believes they are performing significant additional work of a higher pay grade or duties that are not related to the basic function and responsibility of the position description, the bargaining unit employee shall contact the APAS President. If the APAS President has a bona fide good faith belief that the bargaining unit employee is performing significant additional work of a higher pay grade or duties that are not related to the basic function and responsibility of the position description, the APAS 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 provided in Article 15.
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 salary levels 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 furlough rate earned during the term of this MOU.
4. The two percent (2%) salary increases scheduled for July 1, 2020 will be calculated based on pre-MOU salary rates.
5. Except as otherwise specified herein, all provisions of the CBA shall remain in full force and effect as written.

6. Upon expiration of this MOU, all terms and conditions of employment for APAS bargaining unit employees will return to the terms and conditions specified in the CBA.
7. The parties agree that this MOU is non-precedent setting and that no party shall use this MOU for any purpose including but not limited to any arbitration, SPBR proceeding, or other legal proceeding, except one involving the enforcement of this MOU.

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

<u>Edward J. Villone</u>	<u>21 May 20</u>	<u>Cynthia A. Kravitz</u>	<u>5/21/2020</u>
Ed Villone, APAS President	Date	Cynthia A. Kravitz, CHRO	Date

Last Name	First Name	Title	Department	FTE
Adair	Danielle	Operations Manager	Kilcawley Center	1.00
Adams	Cameron	Asst Dir Ops Guest Svcs	Andrews Student Recr & Wellness Ctr	1.00
Akers	Wendy	Costume Shop Specialist	Theatre and Dance	1.00
Akpadock	Frank	Senior Research Associate	Ctr for Urban & Regional Studies	1.00
Ault	Robert	Librarian Serials Microforms	Maag Library	1.00
Clark	Gary	Coordinator	Office of Research Services	1.00
Conroy	Joseph	Coord Facilities and Programs	Andrews Student Recr & Wellness Ctr	1.00
Defibaugh	Brittany	Coordinator Alumni Engagement	Alumni & Events Operations	1.00
DeLucia	Angela	Assistant to Director	McDonough Museum	1.00
Donchess	Ryan	Coord Media Engrn Tech	Communication	1.00
Fitzpatrick	Ryan	Coordinator Theater Production	Theatre and Dance	1.00
Glonek	Michael	Program Developer	Dean - STEM	1.00
Jadun	Mohammad	EIT Cont Comp Training Speclst	IT Customer Services	1.00
Jones	Kelsey	Coordinator Intl Stud Serv	International Programs Office	1.00
Kirkpatrick	Jennifer	Studio Art Support Specialist	Art	1.00
Maas	Robyn	Exhibit Design Production Mgr	McDonough Museum	1.00
Markowitz	Ronald	Coordinator Adv Rec	Andrews Student Recr & Wellness Ctr	1.00
Moore	Rebecca	Manager Information Literacy	Maag Library	1.00
Moorer	Susan	Development Officer	WYSU - FM	1.00
Morelli	Anthony	Asst to Hd Trainer Sports Info	Sports Information	.50
Phillips	Desja	Academic Advisor 1	Dean - Health & Human Services	.50
Popadak	John	Acquisitions Librarian	Maag Library	1.00
Reardon	Amanda	Coord. Membership & Marketing	Andrews Student Recr & Wellness Ctr	1.00
Sak	Domonique	Club Sports Camps Coordinator	Club Sports	1.00
Stone Wolbrecht	Tiffany	Planetarium Lecturer	Ward Beecher Planetarium	1.00
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