

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into as of the 24th day of July 2020, by and between Salem State University (“Salem State”) and the Association of Professional Administrators (“APA”).

WHEREAS, the current international pandemic resulted in an anticipated budget shortfall for Salem State University for FY2021;

WHEREAS, the Massachusetts Board of Higher Education has delegated bargaining authority to Salem State;

WHEREAS, Salem State proposed several significant cost-savings measures in its FY2021 budget;

WHEREAS, the parties are agreeing to allow APA unit members to furlough during fiscal year 2021 (“FY21”);

It is hereby agreed, by and between the parties, Salem State and APA,

1. APA unit members will furlough for up to four (4) weeks during FY21.
2. APA unit members will complete at least two (2), and no more than three (3) weeks of furlough by January 2, 2021. The parties will meet the week of November 16, 2020, to discuss the need to fully implement the remainder of the furlough program.
3. If an APA unit member took furlough the week of July 19 to 25, 2020, said week will be counted toward the four (4) week total, and the two (2) weeks taken before January 2, 2021.
4. This Memorandum of Agreement shall be reopened under the following conditions:
 - a. If any other bargaining unit is subject to fewer than 4 furlough weeks or is not charged an equal portion of the burden of furloughing employees.
 - b. If the university receives greater than \$1.5 million in combined COVID-relief that is not otherwise earmarked for other reasons.
5. APA unit members hired after July 1, 2020 until June 30, 2021 will furlough proportionately in weekly increments.
6. APA unit members who work 9, 10, or 11 months in a 12 month period will be subject to the same number of furlough weeks as unit members who work 12 months in a 12 month period. These unit members will not be subject to a higher percentage of salary decreases from furloughs than full time/full year employees.
7. APA unit members will not take two (2) consecutive weeks of furlough in the same pay period, unless as provided in paragraph eight (8).
8. Requests by APA unit members to furlough more than two (2) consecutive weeks will be forwarded to human resource for review. Approval will depend on operational needs. Decisions by the university on such requests are not subject to the grievance procedures in the collective bargaining agreement beyond step II. APA unit members taking more than 2 consecutive weeks of furlough or two (2) weeks in one

pay period understand that they are responsible for paying their deductions directly to the GIC upon being billed.

9. Any paid holiday that falls within a furlough period shall become a floating holiday to be used within 120 days of the holiday.
10. Salem State supervisors will make decisions as to which employees may furlough based on the operational needs of the department. In instances where two (2) or more employees seek to furlough during the same week, and it is impossible to grant all requests, seniority at Salem State will be used to determine which employees may furlough. Decisions by the university on such requests are not subject to the grievance procedures in the collective bargaining agreement beyond step II.
11. The parties agree that the work schedule of APA unit members shall be as defined in Article III of the parties' collective bargaining agreement. When an APA unit member returns from furlough, supervisors shall meet with employees within a reasonable amount of time to prioritize their work so that work levels are manageable. The university shall not require APA unit members to work more than the average normal work week in the weeks following a furlough week. The parties agree that prior to filing a grievance the unit member will contact Human Resources in an attempt to ensure that they are working the average normal work week. Human Resources will work with the unit member's supervisor on this matter. The parties further agree to waive the timelines under Article XI in an attempt to resolve this matter. If the unit member is not satisfied with the result, they preserve the right to file a grievance under Article XI.
12. APA unit members will fill out the Request to Furlough form for 2020 by September 30, 2020 or earlier.
13. APA unit members will not be retrenched in FY21.
14. APA unit members wholly paid with grant funds are exempt from furlough; those unit members who are partially paid with grant funds will furlough on a pro-rated basis in accordance with the percentage of salary paid by the university.
15. APA unit members will continue to accrue vacation and sick leave while on furlough.
16. The parties agree to discuss tuition and fee benefits in the local Employee Relations Committee.
17. Salem State makes no assurances that APA unit members will be approved for unemployment benefits, including additional federal monies. Decisions regarding the award of unemployment benefits are made by the Commonwealth of Massachusetts. The university will not contest applications for unemployment benefits. Salem State will confirm the employee has been furloughed if there is an inquiry from the Department of Unemployment Assistance.
18. The parties further acknowledge and agree that this Agreement is made without precedent or prejudice and that it may not be introduced in any form and in any forum or proceeding for any purpose except as necessary to enforce its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by a duly authorized representative(s).

**ASSOCIATION OF PROFESSIONAL
ADMINISTRATORS**

SALEM STATE UNIVERSITY

By: /S/Sherry Horeanopoulos
Name: Sherry Horeanopoulos

By: _____
Name: Mark Quigley