

**MEMORANDUM OF AGREEMENT  
BETWEEN  
FRIENDS OF YOUTH  
AND  
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,  
LOCAL 8**

This Memorandum of Agreement is entered into between the Friends of Youth hereinafter referred to as “the Employer” and the Office & Professional Employees International Union (OPEIU), Local 8 hereinafter referred to as “the Union.”

The parties mutually agree to the following:

Employees represented by “the Union” may be laid off from their positions due to a program closure at the New Roads Kingsgate (NRK) locations.

This memorandum is to memorialize the agreement between the Union and Employer on the terms of their layoff and the settlement employees will receive if they are laid off. The Parties agree that this memorandum is limited to the NRK Closure only and is without prejudice to the Parties’ future ability to propose different terms when bargaining a first contract.

**1. Impacted Employees:**

There are seven (7) employees impacted by the NRK closure: Idrissa Diop; Sushma Prakash; April Hernandez Diaz; Matthew Gess; Eric Tilton; Kelsey McDermott; and Rachel Shinabarger (the “Impacted Employees”). These employees currently hold Youth Specialist or Bilingual Youth Specialist positions.

**2. Timeline:**

The Employer will provide all bargaining unit employees with a minimum of thirty (30) calendar days’ advanced notice of layoff. The Employer may pay the affected employee thirty (30) days’ pay in lieu of advanced notice of layoff, or portions thereof.

**3. Hiring Preferences:**

Impacted employees may apply for any available position.

If an employee expresses interest and/or applies before 5:00 pm, on June 14, 2024, the employee will not have to compete with external applicants, provided a job offer has not been extended to an external applicant by the date of the employee’s application. Upon receiving interest from an employee, HR will notify them of whether or not an external offer had already been made.

For lateral positions into like positions (i.e., Specialist to Specialist) the employee will not have to formally apply or interview, instead they will let Human Resources know in writing (email to the HR inbox is acceptable) what position(s) they are interested in. The Employer reserves the right to discuss the position with the impacted employee prior to extending an offer to ensure the impacted employee is interested in the position and has a clear understanding of the position’s duties, requirements, work locations, schedules, and shifts.

For transition into different positions (i.e., Specialist to Non-Specialist positions), the employee will be required to follow the formal application process.

If more than one qualified employee expresses interest in the same position, it will be offered to the employee with the highest seniority, as determined by date of hire.

In no case will an employee have a reduction in their hourly wage rate as a result of the layoff and moving into a new position.

If an NRK employee applies to and is offered a new position within the organization, requests to remain with the NRK program past the start date for the new position will not be unreasonably denied; however, the Employer reserves the right to unilaterally determine the start date for the new position.

New Positions That Become Available After June 14, 2024: The Employer will provide bargaining unit employees with the first opportunity and hiring preference for any new position that becomes available after June 14, 2024, provided those employees apply to the position and are qualified. The Parties further agree that this hiring preference terminates June 30, 2024.

Impacted Employees who choose not to apply to a new/different position will be separated from employment (i.e., laid off) on June 30, 2024.

4. **Sick and Vacation Leave Payout:**

All laid off bargaining unit employees will receive payout of all remaining accrued vacation leave. All laid off bargaining unit employees and will receive payout of twenty-five percent (25%) of their remaining accrued sick leave, up to a maximum of 72 hours.

5. **Continued Medical Coverage:**

All bargaining unit employees that are currently on a Friends of Youth medical plan and subject to layoff will receive three (3) months of COBRA medical premiums, covered by the Employer.

6. **Letter of Reference:**

The Employer shall provide a Letter of Reference, if requested, for each employee laid off.

7. **Unemployment Benefits:**

The Employer agrees not to challenge, dispute, or refuse any employee's claim for unemployment benefits.

8. **Eligibility for Rehire:**

Laid off employees will be eligible for rehire, should they choose to apply for a different vacancy at some point in the future.

9. **Scheduling/Staffing:**

NRK employees who choose not to apply to a different position will not unilaterally be made to work at other locations or within other programs and/or departments before the separation date of June 30, 2024.

The parties have executed this Agreement on the 3<sup>rd</sup> day of June, 2024.

**For Friends of Youth**

/s/ Hala Nuemah  
Hala Nuemah, Chief Financial Officer


/s/ Tori Cue  
Tori Cue, Director of Human Resources


**For the Office and Professional  
Employees International Union Local 8:**

  
Suzanne Mode, Business Manager

  
Valarie Peaphon, Director of Contract Negotiations

  
Phoebe Feldsher, Union Representative

  
Rachel Shinabarger, Bargaining Team Member

  
Eric Tilton, Bargaining Team Member