

## Memorandum of Agreement

This Memorandum of Agreement is made by and between the University Staff Association/MTA/NEA (“the Association”); the University of Massachusetts (“the University”) and contains the following terms and conditions:

1) Effective July 27, 2008 the parties agree the following language shall be in effect. Further the parties agree to include this language as a side letter to their successor agreement when such agreement is reached and fully approved.

### USA/MTA President’s Release Time

The Association and the University agree that the 3/10s of 1% referenced in Article 30 section 5 of this contract shall be expended to provide funds to allow the President of the University Staff Association to be released from their duties and funds provided so that a replacement employee may be provided for the Department from which they are released.

This shall occur under the following terms and conditions:

- 1) Such release time shall be granted for the term of the President and shall be renewed at each election for that office. This agreement is solely to provide release time for the President of the University Staff Association or someone taking their place if they are unable to serve during their term of appointment.
- 2) Release under this provision shall be after the signing of this agreement and not applying to the current incumbent in the office of President of the Association subject to sixty (60) days prior notice to the Department in which the person for whom release is being sought works.
- 3) The released employee shall be paid from University funds and shall be subject to all charges, regulations and conditions applied to such funds including but not limited to payment of the applicable fringe benefit rate.
- 4) The University shall not be required to provide funds in excess of those provided in Article 30 section 5.

- 5) In instances in which it is not possible to have the President begin release time sixty (60 ) days after their election because of the nature of their position, its responsibilities and role additional transition time up to one hundred and twenty (120) days may be arranged either full or part time..
- 6) If an employee who has been on release time under this provision is going to end their term as President and seeks to return to a University position the following provisions shall apply:
  - i) An employee shall be provided time to be trained in any new technologies or systems for a period not to exceed ninety (90) days prior to returning to work.
  - ii) Whenever possible the employee who has been on release time under this provision shall return to an open available position in the title and grade they held when they began release time or in a title at the same grade in which they can perform the functions of the position following the training period.
  - iii) If after ninety (90) days following the election of a new President, and the incumbent President has not found employment they shall displace the person holding the position they formerly held provided it has not been eliminated or otherwise mad unavailable for filling.
- 7) This agreement may be canceled by notice given by either party to this contract given in writing within the ninety (90) days of the end of the President's term. If this agreement is cancelled the parties shall meet to bargain over the spending of the funds being used for this purpose.

In witness of these terms and conditions the duly authorized representatives of the parties affix their signature below.

The University of Massachusetts, Amherst

By \_\_\_\_\_ Dated: August 25, 2008  
Juan Jarrett, Assistant Vice Chancellor for Human Resources

By \_\_\_\_\_ Dated: \_\_\_\_\_  
Nicholas Marshall, Labor Relations Administrator

UNIVERSITY STAFF ASSOCIATION/MASSACHUSETTS TEACHERS  
ASSOCIATION

By \_\_\_\_\_ Date: \_\_\_\_\_  
Donna Johnson, President

By \_\_\_\_\_ Dated: \_\_\_\_\_  
Robert Whalen, Higher Education Consultant