

Memorandum of Agreement

This memorandum of agreement is entered into this 8/21/2020 day of August, 2020, by the University of Massachusetts Amherst (University) and American Federation of State County and Municipal Employees (AFSCME, Local 1776) Units A and B, known collectively as the parties, as follows:

1. It is acknowledged by the parties that they entered into an agreement in July, 2020 known as the "Memorandum of Agreement regarding Future Efforts" for the express purpose of creating a problem solving process to deal with the fiscal and operational challenges of FY 21. The parties negotiated reopening provisions and subsequently entered into discussions regarding reduction of staff due to the shift to primarily remote learning for the Fall, 2020 semester. It is anticipated that this is a temporary reduction necessitated by a current lack of work for bargaining unit members.
2. Therefore, effective August 24, 2020 the University will issue temporary furlough notices to designated bargaining unit members, effective fifteen days from notice. While the furloughs are considered indefinite, the parties agree to reassess the university's workforce needs in December and consider a January recall of all or a portion of impacted AFSCME members. Bargaining unit members will be provided with fifteen days' notice of recall.
3. It is agreed that employees will not see any diminishment of accrued time, tuition remission, creditable service or health insurance coverage to the extent consistent with law and/or Group Insurance Commission rules, during this time, except as provided in this paragraph below. Bargaining unit employees will be responsible for payment of any employee share of benefits in order to stay in active status. In order to achieve continued payment of employee deductions, bargaining unit members shall be placed in active pay status on the thirtieth day of each month of furlough from which they will have a corresponding deduction of accrued leave in the following order: vacation, personal then sick leave. If deductions exceed the daily wage rate, the employee shall be personally responsible for direct payment of any excess deductions. Other than being placed in active pay status one day per month employees will not be subject to intermittent call back by the University.
4. Because this furlough is due to the COVID-19 pandemic, this will be a temporary period of unemployment and all employees are considered in standby status and expected to return to work after this temporary absence. The University agrees not to contest any claims of unemployment related to this time period and the temporary furlough action. The University agrees to facilitate any claims during this time.
5. This temporary furlough is a reduction by seniority within classification (with certain limited exceptions agreed to by the parties). All bumping provisions of the collective bargaining agreement are suspended for bargaining unit members designated as temporary furlough and are not subject to challenge under the grievance procedure of the collective bargaining agreement. Notwithstanding this provision, eighteen members as designated by the Union shall continue to be exempt from the temporary furlough process and any ensuing process regarding permanent reductions.

6. To the extent reduction in hours and permanent reductions in staff are anticipated, the parties agree to continue discussion of the development of options for retraining and redeploying existing personnel to meet the changing needs of both the University and bargaining unit members and enhance their skills. The parties further agree that the bumping provisions of the collective bargaining agreement will apply in the case of a permanent reduction in staff.
7. Due to the anticipated increased workload of the Union President during the next six months, the President shall be relieved of all regular duties, with full pay. At the end of six months, the parties will reassess the need for extension of this provision of the agreement.
8. This agreement shall constitute full agreement by the parties and should only be modified by subsequent amendment in writing.
9. This agreement shall not create precedent for the future, though nothing shall prevent the parties from mutually agreeing to incorporate this agreement, sections thereof, or language developed through discussions between the parties pursuant to this agreement into a successor contract.

FOR AFSCME, COUNCIL 93, LOCAL 1776

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Staff Representative

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President

FOR THE UNIVERSITY OF MASSACHUSETTS-AMHERST

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Director of Labor Relations

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Acting Director of Labor Relations