

## Memorandum of Agreement

This memorandum of agreement is entered into this 14th day of September, 2020, by the University of Massachusetts Amherst (University) and the Professional Staff Union (PSU), Units A and B and University Staff Association (USA) known as the "Unions" as they apply to the Amherst campus and known collectively as the parties, as follows:

WHEREAS, the University and the Unions recognize that the University's fiscal year 2021 budget is based on certain required revenue assumptions or contingencies, including a projected \$30.6 million decline in overall enrollment and tuition revenues, and a 10% decline in total allocated state appropriations, which have resulted in the University seeking approximately \$10.5 million from PSU and the University Staff Association (USA) and as part of \$27.5 million in total campus workforce reductions.

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. This agreement further addresses fiscal challenges of the fall semester through alternatives to layoffs as outlined below. Therefore:

2. A joint Planning committee comprised of equal number of representatives of management and Unions shall develop a written plan within thirty days of signing this agreement to address temporary, CC/03, and contracted employees who are performing bargaining unit work.

3. The Union agrees that all bargaining unit members, except those more than 25% grant funded and/or those working under an authorized visa, in the employ of the University as of September 8, 2020, will take ten working days furlough without pay, in two five-consecutive working day periods between September 21 and December 31, 2020. Employees will be in unpaid status during the selected two five-day continuous periods and may not use any paid leave, including FMLA leave, during this time.

4. In addition, effective September 17, 2020, the University will issue 30-day notices of long-term furloughs to no more than 40 PSU A & 36 B FTEs, and 60 USA FTEs. Additionally, effective September 17, 2020, the University will issue 30-day notices to no more than 60- USA and PSU members detailing the indefinite reduction in hours of no more than 50%. While the furloughs and hours reductions are considered indefinite but no longer than a year, the parties agree to reassess the university's workforce needs on an ongoing basis. Those employees impacted by an indefinite furlough will be exempt from the furloughs outlined in paragraph 3, above. Through a joint labor management committee comprised of equal number of representatives of management and Unions and led by the Director of the Partnership for Worker Education, the parties will identify and develop Workshare plans (contracts) wherever possible for employees facing reduction of hours by no more than 50%. The parties further agree that this committee will, wherever possible, develop options for retraining, redeploying, and offering voluntary reduction opportunities to bargaining unit members to mitigate the impact of furloughs.

5. 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 in order to achieve continued payment of employee deductions for employees placed on furlough. For furloughs in excess of ten days, bargaining unit members shall be placed in active pay status each month of furlough only to the extent necessary to cover other deductions, including the employee GIC premiums, and will have a corresponding deduction of accrued leave in the following order: compensatory, personal, vacation then sick leave. If deductions exceed the deducted amounts, the employee shall be personally responsible for direct payment of any excess deductions. Alternatively, employees may choose direct payment to the Group Insurance Commission (GIC) of employee share on benefits in order to remain in active status. Other than being placed in active pay status each month employees will not be subject to intermittent call back by the University.

6. Because these furloughs and hours reductions are due to the COVID-19 pandemic, this will be a temporary period of unemployment and diminished employment. All furloughed employees are considered in standby status and expected to return to work after this temporary absence. Additionally, members with a COVID-19 exemption will be allowed to opt-in to furloughs as described in paragraph 4 when no alternative work arrangement can be found. Such employees will be in addition to the numbers outlined in paragraph 4, above. The University agrees not to contest any claims of unemployment related to this time period and the furloughs or reduction of hours. The University agrees to facilitate any claims during this time.

7. The two (2) PSU co-chairs and ten (10) Officers & stewards, as designated, by the PSU, and the President and Vice President of the USA and ten (10) Officers and Stewards, as designated by the USA, shall continue to be exempt from any work reductions except for furloughs in paragraph 3

8. Employees on long-term furlough in Paragraph 4 and employees who have at least twenty years of service, may request to separate employment and receive a severance payment of one week of severance for each year of service up to a total of 30 years, up to a maximum cap of \$30,000. Final determination shall rest with the University based on seniority and operational needs, and any disputes may be referred to labor-management for resolution but not the grievance procedure. Payments will be split between an initial payment in November and a second payment in January, 2021.

9. The University agrees not to lay off any bargaining unit members prior to January 31, 2021, and meet no later than December 15, 2020, and as otherwise mutually agreed, to discuss the spring semester.

10. In consideration of the promises contained herein, the Unions agree to withdraw SUP-20-8184 and SUP-20-8185 upon execution of this agreement.

11. This agreement shall constitute full agreement by the parties and should only be modified by subsequent amendment in writing.

12. 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 THE PROFESSIONAL STAFF UNION

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Co-Chair

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FOR THE UNIVERSITY STAFF ASSOCIATION

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