

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is between the UNIVERSITY OF MASSACHUSETTS, AMHERST (hereinafter "University") and THE UNIVERSITY STAFF ASSOCIATION/MASSACHUSETTS TEACHERS ASSOCIATION/NEA (hereinafter "Association") and contains the following terms and conditions. For the consideration of the mutual promises and covenants herein set forth, the parties hereto covenant and agree as follows:

- 1) The parties desire to clarify the language of Article 22 of the Collective Bargaining Agreement between them in regard to Article 22. Specifically the parties wish to address those circumstances in which an employee due to lack of work or lack of funds or curtailment of programs may be involuntarily reduced in time by being reassigned to part time work or a less than fifty two week contract. This memorandum addresses the understanding of the parties concerning circumstances.
- 2) An employee facing a reduction in time shall be notified of such change at least thirty (30) days prior to the change being implemented. Such notice shall be in writing and shall be copied to the Union. In the notice the employer shall describe the following:

The notice shall include the schedule and hours of work of the restructured position, which is being offered to the employee. Nothing in this memorandum shall prohibit a modification of the schedule or hours after a discussion between the employer's agent and the employee.

If the employer wishes to schedule a meeting concerning this change or to formally discuss it with an employee, the employee must be given the opportunity to be accompanied by an Association Representative.

- 3) An employee receiving this notice may instead of taking the reduction in time elect to be laidoff under Article 22 Section 1, Subsections D, E and F. Such election shall remove them from consideration for the restructured position. An employee whose position is reconfigured may file an application with the Employment Office for positions on Campus. The provisions of Article 22, Subsection 1, G shall apply to such applications.
- 4) Should the position, which was reconfigured, be made full time and/or full year again there shall be no obligation to post that position the employee in place shall have their time increased.

In witness of these terms and conditions the duly appointed representatives of the parties affix their signatures below.

The University of Massachusetts, Amherst

By _____ Dated: _____
Nicholas N. Marshall, Employee/Labor Relations Administrator

UNIVERSITY STAFF ASSOCIATION/MASSACHUSETTS TEACHERS
ASSOCIATION

By _____ Dated: _____
Donna Johnson, President, University Staff Association