Memorandum of Agreement

This memorandum of agreement is entered into this 15th day of May, 2020, by the University of Massachusetts Amherst (University) and Professional Staff Association/MTA Units A and B (PSU) as it covers Amherst bargaining unit members, University Staff Association (USA/MTA), and American Federation of State County and Municipal Employees (AFSCME, Local 1776) known collectively as the parties, as follows:

WHEREAS, The University and Unions are faced with an unprecedented public health, safety and financial emergency; and

WHEREAS, The parties are desirous of mutually reaching an agreement that will provide for a voluntary staff reduction plan designed to ease the fiscal challenges of the University and

WHEREAS, The parties have mutually committed to continue to support each other, maintain a collaborative relationship and meet the needs of the campus community in the least disruptive manner possible;

Therefore, the parties agree as follows:

1. The University will offer a Voluntary Separation Incentive Program (VSIP) to benefited bargaining unit staff (in the PSU,USA and AFSCME units referenced above) who have been employed by the University for the twelve consecutive months preceding the date of this agreement, including those on an approved leave of absence. Service as referenced in Paragraph 4 below shall be defined as those employees who have the number of benefited years of service at the University of Massachusetts or any other public employer in Massachusetts subject to the provisions of MGL c. 32. Fully-grant funded employees are not eligible. Part-time and partially grant funded staff shall be eligible on a pro-rata basis.

2. Enrollment in the program shall be offered, beginning with the date of signing of the agreement and extending to June 12, 2020, to those employees who sign and submit an enrollment form and a notice of resignation. In most cases, regular employment with the University must end no later August 28, 2020. Participating employees will be required to sign a separation agreement and release of claims. The separation agreement shall be irrevocable once signed.

3. Those employees who have previously submitted resignation or retirement notice prior to execution of this Agreement shall not be eligible for the VSIP.

4. Employees as defined in Paragraph 1 shall be eligible for the following lump sum payment within thirty days of severance of employment:

   - 1 to 9 years of service $5,000
   - 10 to 19 years of service $12,000
   - 20 and above $25,000

5. Those employees who sever employment under this plan shall continue to be eligible for all normal leave accrual payouts, such as accrued or unused vacation and sick time, as provided for under their collective bargaining agreement and/or University Policy.

6. This agreement shall constitute full agreement by the parties and should only be modified by subsequent amendment in writing.
7. This agreement shall not create precedent for the future.

FOR PSU/MTA Amherst

Co-Chair

Brad Turner

FOR USA/MTA

President

Leslie Marsland

Vice-President

Mary Malinowski

FOR AFSCME, COUNCIL 93, LOCAL 1776

Staff Representative

Joseph Malinowski

FOR THE UNIVERSITY OF MASSACHUSETTS-AMHERST

Director of Labor Relations

Helen Bowler

Acting Director of Labor Relations