

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, 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 ease the FY 20 fiscal challenges of the University due to the COVID-19 pandemic, 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 follow:

1. 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 May 31, 2020, will take five consecutive working days as furlough days without pay. This furlough is effective between May 31, 2020 and June 20, 2020. Employees will be in unpaid status during the selected five day continuous period and may not use any paid leave, including FMLA leave, during this time.
2. The employees will not see any diminishment of accrued time, creditable service or health insurance coverage during this time.
3. 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 of five days. The University agrees not to contest any claims of unemployment related to this time period and the furlough action. The University agrees to facilitate any claims during this time.
4. Employees will be scheduled in order to maximize participation in the furloughs and minimize essential status.
5. Employees will not perform work in the work week that they are on furlough. Employees may also not perform additional work, beyond their regular hours, during the work week when their furlough takes place. Supervisors will need to work with employees to adjust and clarify work expectations in response to loss of work during furlough periods.
6. It is acknowledged by the parties that this agreed upon furlough action is in lieu of layoffs for FY2020. The University further agrees that it will not undertake layoff action prior to August 1, 2020 in order to facilitate good faith discussions between the Unions and University regarding any involuntary job actions.
7. Employees who enroll in the VSIP program and exit the University no later than August 28, 2020 under the program shall be refunded their base pay for the week of furlough upon severance of employment.

8. This agreement is the result of discussions between the parties during which information regarding the financial exigencies of the University necessitating this action in lieu of layoff of employees was provided. The University and Union agree to continue discussions and share agreed-upon supporting financial documentation during these discussions.
9. This agreement shall constitute full agreement by the parties and should only be modified by subsequent amendment in writing.
10. This agreement shall not create precedent for the future.

FOR PSU/MTA Amherst

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Co-Chair

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FOR THE UNIVERSITY OF MASSACHUSETTS-AMHERST

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Acting Director of Labor Relations