

Memorandum of Agreement on Future Efforts

This memorandum of agreement is entered into this _____ day of July, 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 reaching an agreement that will establish a framework for how the parties will discuss issues related to employee health and safety concerns with regards to closures and reopening and FY21 personnel actions resulting from financial or operational challenges related to the novel coronavirus 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 parties are desirous of realistic, collaborative problem solving to address the fiscal and operational challenges of FY21, including employee health and safety concerns related to Covid-19 and the closing and reopening of campus. While the extent of the challenges are not yet known, the parties agree that continued dialogue is necessary. The parties agree to regular joint labor management discussions between the signing of this agreement and the beginning of the fall term. The parties agree to develop a mutually agreed upon format for these discussions, including regular meetings. If an agreement on format cannot be reached by July 31, 2020 the current provisions of each collective bargaining agreement will apply. The parties can agree to extend these discussions if mutually productive. It is further understood that this undertaking will have a high demand on the time of Management and Union Leadership and their designees, requiring expanded release time as necessary.
2. To the extent layoffs are instituted, the parties agree to discuss the development of options for retraining and redeploying existing and recalled or recall-eligible personnel to meet the changing needs of both the University and employees and to promote a healthy and safe workplace
3. The parties shall discuss creative cost-savings measures through joint labor management discussions. Voluntary cost savings measures subject to discussion by the parties include, but are not limited to, reinstating the VSIP, additional furlough days, voluntary leaves, reduction of work year and work week, job sharing, professional development or other types of leave, insourcing contracted out work, and creating job pools.

4. In order to effectuate productive discussions, the parties agree to share reasonable and relevant financial and personnel data, to the extent it is available, to assist in sound decision making. Due to the sensitive nature of this information, this shall be accomplished by a designated subgroup determining the necessary scope and needs of information sharing.
5. The parties agree to discuss the impact of any personnel-related cost savings measures, including, but not limited to, the VISP and furloughs.
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, 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 PSU/MTA Amherst

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Co-Chair

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