

Memorandum of Agreement

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

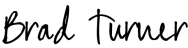
WHEREAS, The parties are desirous of reaching an agreement that will establish a framework for how the parties will discuss issues related to employee health and safety concerns with regards to closures and reopening and FY21 personnel actions resulting from financial or operational challenges related 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 University agrees that it will not undertake layoff action prior to September 1, 2020 in order to facilitate good faith discussions between the Unions and University regarding any involuntary job actions. Discussions regarding the Athletics Department will begin immediately. Layoffs shall be temporary where possible. In addition to contractual rights with regard to layoff and recall rights, the parties shall put special emphasis on the voluntary, temporary cost-savings matters discussed in the Memorandum of Agreement on Future Efforts (Agreement 4). It is acknowledged that temporary and/or cc/03 non-unit staff may be reduced prior to September 1 and that layoff notices may be sent during this same time to comply with contractual provisions provided the effective date of layoffs will not be prior to September 1.
2. The Unions are not endorsing any layoffs of bargaining unit members prior to or subsequent to September 2020 by reaching this agreement.
3. This agreement shall constitute full agreement by the parties and should only be modified by subsequent amendment in writing.
4. 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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7/23/2020
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Co-Chair

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Co-Chair

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Vice-President

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Director of Labor Relations

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Acting Director of Labor Relations