

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (Agreement) is by and between the University of Massachusetts Dartmouth (University) and the American Federation of Teachers Local 1895, AFL-CIO Faculty Federation; American Federation of Teachers Local 1895, AFL-CIO, Educational Services Unit; American Federation of Teachers, Maintainers Local 6350 AFL-CIO; International Brotherhood of Police Officers Local 399; American Federation of State, County and Municipal Employees, Council 93 Local 507 (collectively, Unions).

WHEREAS, the University and the Unions recognize the major disruptions and financial and other impacts resulting from the COVID-19 pandemic; and

WHEREAS, the University and the Unions recognize that the University's fiscal year 2021 budget is based on certain required revenue assumptions, including a 10.2% decline in overall enrollment and related tuition, fee, and auxiliary revenue, and a 10% decline in total allocated state appropriations, which have resulted in an initial budgeted revenue decline of \$32.6 million over fiscal year 2020; and

WHEREAS, the University and the Unions agree that the actions taken in response to the COVID-19 pandemic shall be considered *in extremis* and not precedent setting; and

NOW THEREFORE, for the mutual promises and considerations contained herein, the University and the Unions agree as follows:

1. Except as otherwise noted, the term "faculty or staff member(s)" refers to every member of any of the bargaining units represented by any of the Unions and every benefited non-unit staff member employed by the University.
2. The University shall implement a Voluntary Separation Incentive Plan (VSIP), similar to the program offered in fiscal year 2020, beginning August 31, 2020, available to all all faculty or staff members; *provided* that, such VSIP shall not impact the current program being offered to faculty.
3. Except in rare circumstances and based on significant operational need, the University shall accept and implement a voluntary full or partial (at least two days per week) furlough request, effective September 14, 2020 through July 2, 2021, made by any faculty or staff member; *provided* that, upon mutual consent of the faculty or staff member and the University, the start date of any such furlough may be adjusted.
 - a. During any furlough taken in accordance with this paragraph, the faculty or staff member shall continue to accrue paid time off as described in the applicable collective bargaining agreement or relevant practice; *provided* that, any maximum accrual or time limit for using such accrued paid time off shall be waived through December 31, 2021.

- b. In rare circumstances and based on significant operational need, the University may recall a furloughed faculty or staff member upon reasonable notice; *provided* that the recalled employee may delay his/her return to work for a period of up to fourteen (14) calendar days except in emergency situations after the date of recall; and *provided* that the University and the applicable union shall meet and confer about such recall, including the member's applicable salary upon return.
 - c. A member who is on voluntary furlough may request to modify or end such voluntary furlough prior to July 2, 2021. Under such circumstances, the University and the applicable Union shall meet and confer about such request, including the member's applicable salary upon return.
4. Except as noted in paragraph 6, below, and notwithstanding any provision in any collective bargaining agreement or practice to the contrary, the University shall reduce the rate of pay, inclusive of regular salary and any stipend, but excluding contractual stipends, by a progressive salary reduction as described in paragraph 5 below, effective September 14, 2020 through July 2, 2021 for all faculty or staff members.
5. The salary reduction shall be calculated as follows;
- a. There shall be no reduction on the first \$30,000 of regular salary and any regular contractual or other stipend for any faculty or staff member.
 - b. For each \$5,000 in excess of \$30,000 there shall be a salary reduction calculated as a percentage of the faculty or staff member's marginal salary. This percentage reduction shall start at five percent and shall increase by one percentage-point for each step up to a maximum of ten percent.

The total reduction in the regular salary for each faculty or staff member shall be calculated in the following manner:

- i. For a salary less than \$30,000,
the reduction shall be \$0.00 (zero);
- ii. For a salary between \$30,000.01 and \$35,000.00,
the reduction shall be $0.05 \times (\text{salary} - \$30,000)$
- iii. For a salary between \$35,000.01 and \$40,000.00,
the reduction shall be $\$250.00 + 0.06 \times (\text{salary} - \$35,000)$
- iv. For a salary between \$40,000.01 and \$45,000.00,
the reduction shall be $\$550.00 + 0.07 \times (\text{salary} - \$40,000)$
- v. For a salary between \$45,000.01 and \$50,000.00,
the reduction shall be $\$900.00 + 0.08 \times (\text{salary} - \$45,000)$
- vi. For a salary between \$50,000.01 and \$55,000.00,
the reduction shall be $\$1300.00 + 0.09 \times (\text{salary} - \$50,000)$
- vii. For a salary greater than \$55,000.00,
the reduction shall be $\$1750.00 + 0.10 \times (\text{salary} - \$55,000)$

- c. Any member may choose to commit to serve up to five (5) furlough days on November 27 and/or December 28-31, 2020 in lieu of a salary reduction or portion of a salary reduction at the rate of 0.38% per furlough day.

The above calculations and final reductions shall be subject to further review by the Unions and the University. Following such review, the University shall furnish each of the Unions with a detailed list of how the reduction calculation impacts each faculty or staff member.

6. The reduction in the faculty or staff member(s) base salary shall be restored on July 2, 2021 to the rate in effect immediately prior to the salary reductions referred to in paragraphs 4 and 5 above, plus any step increase.
7. Any faculty or staff member who has taken or committed to any furlough days between July 1, 2020 and June 30, 2021, shall be credited against the percentage of their salary reduction described in paragraphs 4 and 5, above, at the rate of 0.38% per day, to a maximum of five days (1.9%).
8. Any time before December 31, 2020, any staff member who so chooses may cash in vacation days for up to one week of extra pay at the rate of 3:1; any time before December 31, 2020, any faculty member who so chooses may cash in sick days for up to one week of extra pay at the rate of 5:1.
9. The University shall be opened for limited operations on November 27 and December 28 through 31, 2020. Staff members may choose to take furlough days in accordance with paragraph 5(c), above or use accrued vacation leave during those periods. Those members with insufficient accrued vacation days shall be allowed to go negative in vacation accruals with the University recouping these by taking every other vacation day accrued by the member until the negative balance is eliminated. Alternative arrangements shall be made for a staff member who is required to work during any of those days.
10. The following are exceptions to the general rate of pay reduction described in paragraphs 4 and 5, above:
 - a. Any faculty or staff member who avails themselves of the VSIP described in paragraph 1, above, or the voluntary furlough described in paragraph 2, above, shall not have their salary reduced as described in paragraphs 4 and 5, above; *provided* that if the start date of any voluntary furlough or effective date or any VSIP is adjusted beyond September 14, 2020, the salary of such faculty or staff member shall be reduced from September 14, 2020 to the start of such furlough or effective date of any such VSIP.

- b. No faculty or staff member hired on or after September 1, 2020 (July 1, 2020 for Law School faculty) shall have their salary reduced as described in paragraphs 4 and 5, above; *provided* that, the salary for staff members who are offered positions after the execution of this Agreement shall reflect the reductions noted in paragraphs 4 and 5 above (such salaries shall thereafter be increased to reflect the restoration of prior salaries in accordance with paragraph 6, above).
 - c. Any part of a faculty or staff member's base salary paid for from external funds such as, but not limited to, research awards, and any part of a faculty member's pay outside the academic year that is paid for from external funds, shall not be reduced.
 - d. Any faculty or staff member who, because of their non-immigrant status, would require refiling or other adjustment of any visa or visa-related application shall not have their rate of pay reduced.
11. Each faculty or staff member shall receive a statement listing their base salary prior to being reduced as described in Paragraph 5, above, their base salary after the reduction, and the percentage reduction as verified by the payroll unit in Shrewsbury.
 12. Those faculty or staff members who submit in writing their irrevocable letter of resignation/retirement, effective on or before three years from the date of execution of this Agreement shall have an alternate mechanism for returning their salary reduction as described in paragraphs 4 and 5, above in a manner that does not reduce their base salary.
 13. The University specifically agrees that no member of any of the bargaining units represented by any of the Unions who are signatories to this Agreement shall be laid off or retrenched prior to July 1, 2021.
 14. If any faculty or staff member who had a salary reduction as described in paragraphs 4 and 5 leaves the University for any reason prior to July 2, 2021, any vacation, compensatory, sick leave (upon retirement) or other traditional terminal pay-out shall be calculated on member's salary prior to any reduction described in paragraphs 4 and 5, above.
 15. In addition to the provisions contained in paragraphs 1 through 14, above, the following provisions apply to members of the American Federation of Teachers Local 1895, AFL-CIO Faculty Federation:
 - a. Any member who has a full-year, half-salary sabbatical release in September 2020 shall not have their salary reduced as described in paragraphs 4 and 5.
 - b. Any member who is a Part-Time Lecturer or Benefited Part-Time Lecturer shall not have their salary reduced as described in Paragraphs 4 and 5.

- c. The renewal of Full-Time Lecturer, Part-Time Lecturer or Benefited Part-Time Lecturer contracts shall be approved if said instructor is recommended by the Department Chairperson and the Dean determines there is demonstrated instructional need.
 - d. No member's salary shall be less than the minimum salary for their rank.
16. In addition to the provisions contained in paragraphs 1 through 14, above, the following provisions apply to members of the American Federation of Teachers Local 1895, AFL-CIO, Educational Services Unit:
- a. The current Annual Evaluation of Bargaining Unit Members provisions contained in Article V(E) of the collective bargaining agreement shall be suspended.
 - b. Any member who is on a half-salary professional leave during FY21 shall not have their salary reduced as described in paragraphs 4 and 5.
 - c. Additional Compensation, as defined in Article VI(A)(14) of the collective bargaining agreement, shall be calculated on members' salary prior to any reduction described in paragraphs 4 and 5, above.
17. In addition to the provisions contained in paragraphs 1 through 14, above, the following provisions apply to members of the American Federation of Teachers, Maintainers Local 6350 AFL-CIO:
- a. The University shall allow a member(s) on volunteered furlough, who fall upon a hardship due to a reduction in household income, to return to work part/full time.
 - b. The University shall not place any members on an involuntary furlough without first discussing with the union the continued use of student helpers.
 - c. Any member of the snow removal team on furlough who is called and reports to campus, shall be paid at the same rate and with the same benefits as similarly situated members of the bargaining in the same grade and step who had not been on furlough.
 - d. The University shall present a list of all ongoing, previously planned and/or paid projects.
18. In addition to the provisions contained in paragraphs 1 through 14, above, the following provisions apply to members of the International Brotherhood of Police Officers Local 399:

- a. The University shall seek to make arrangements with the State Retirement Board to suspend retirement fund paybacks / payroll deductions currently taking place for select members until July 2, 2021.
 - b. The University shall conduct a review to calculate the cost savings in the elimination of the two (2) Institutional Security Officers as well as the savings in promoting person(s) to the position of supervisor(s).
19. In addition to the provisions contained in paragraphs 1 through 14, above, the following provisions apply to members of the American Federation of State, County and Municipal Employees, Council 93 Local 507:
- a. The current Annual Evaluation of Bargaining Unit Members provisions contained in Article 31 of the collective bargaining agreement between AFSCME and the University shall be suspended.
 - b. The University shall not place any members on an involuntary furlough without first discussing with the union alternate solutions.
 - c. During the campus planned limited operations period described in paragraph 9, above, AFSCME employees may volunteer to take a furlough during the said time and/or, if they have limited vacation time, will be able to avail themselves of earning and using compensatory time as outlined in the Sideletter titled Holiday Closing in the current collective bargaining agreement.
20. In the event the University intends to impose any involuntary furlough on any member of a bargaining unit represented by any of the Unions (primarily due to a member's inability to perform his/her work on campus or remotely) prior to January 1, 2021, the University shall notify the appropriate union no later than September 25, 2020 of any such intended involuntary furlough, including the effective dates (but ending no later than July 2, 2021), and shall discuss with the union potential alternatives to such intended involuntary furlough, including reassignment; *provided* that, any such involuntary furlough will be imposed under the general terms described in paragraphs 3(a)-(b), above; and *provided* that, if the University recalls such member prior to the scheduled end date of such furlough the University and the applicable union shall meet and confer about such recall, including the member's applicable salary upon return. In the event a member is involuntary furloughed or retrenched, the member shall be reimbursed fully for the loss in their base salary.
21. The University shall establish Labor/Management committees to evaluate each Administrative Unit on the campus for the Unit's role supporting the core mission of the University and their success in doing so.
22. The University shall provide monthly updates on the status of the University budget, including any and all expenditures and revenue streams. The University shall establish a

separate campus-wide Labor/Management committee to review all outstanding contracts for service to the University, including, but not limited to, consultants, outside legal counsel, contractors, etc.

23. In the event that:

- a. the projected FY 2021 revenue from overall enrollment and related tuition, fees, and auxiliary revenue, determined after the conclusion of the Add/Drop period, in Spring 2021 exceeds the enrollment and related tuition, fees, and auxiliary revenue assumptions referred to above by five percent (5%); or
- b. the University receives further federal unrestricted stimulus funds in excess of five million dollars (\$5,000,000); or
- c. the projected state appropriation, determined after the Commonwealth of Massachusetts Fiscal Year 2021 General Appropriations Act is enacted, exceeds the state appropriations revenue assumptions referred to above by five percent (5%),

then this Agreement shall be reopened for further bargaining.

24. In the event that the campus operating margin (revenue less expenses) for fiscal year 2021 exceeds one percent (1%) the excess shall be used to reverse or otherwise reimburse faculty or staff member(s) for all or part of their salary reduction in effect under this agreement.

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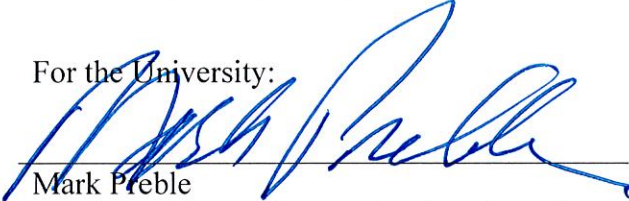
25. The parties agree that, following the execution and ratification of this Agreement, they will continue to bargain in good faith over:

- Annual performance appraisals
- Release time to pursue a degree or take a course
- Remote work
- Professional leave
- Flex-time
- Compensatory time

26. This agreement is subject to ratification in a manner to be determined by the Unions.


Signed this ___ day of September 2020.

For the University:



Mark Preble
Chief Operations Officer and Acting Chancellor

For the Union:



American Federation of Teachers Local
1895, AFL-CIO Faculty Federation

American Federation of Teachers Local
1895, AFL-CIO, Educational Services Unit

American Federation of Teachers,
Maintainers Local 6350 AFL-CIO

International Brotherhood of Police Officers
Local 399

American Federation of State, County and
Municipal Employees, Council 93 Local 507