

## MEMORANDUM OF AGREEMENT

Given the current situation of COVID-19 pandemic, in an effort to preserve Emerson College and its valued employees, Emerson College (the “College”) and Service Employees International Union, Local 888 (the “Union”) (collectively, the “Parties”) agree as follows:

1. The salary increase called for in Article 20(D) of the Parties’ collective bargaining agreement (the “CBA”) effective on October 1, 2020 will not be made until such time as the Parties mutually agree. The Parties will meet to discuss the status of this pay increase delay no later than December 2020 unless mutually agreed otherwise.
2. If the College, in June of 2021, has successfully eliminated the deficit due to COVID-19, the College will have a discussion with SEIU about financial alternatives in light of the pay increase delay.
3. While the College cannot guarantee the absence of future required actions to mitigate financial losses sustained by the College for the FY20-21 fiscal year, should the full year estimated losses remain at the low end of our projections, approximately \$33 million dollars, the College can commit to no layoffs with effective termination dates through the fall semester and likely including the spring semester.
4. The College agrees to meet and discuss updated financial projections no later than October 31, 2020 or sooner if (a) the public health situation becomes materially worse, (b) government or public health mandates or guidance appear to have an impact on financial projections, or (c) by mutual agreement of the Parties.
5. Furloughs and lay-offs will be a strongly disfavored approach for cost savings.
6. The College will consider additional cost-saving measures in other areas of the budget before any layoff of SEIU members is initiated, including, but not, limited to: pay reductions for senior administrators; continued suspension and limitation of travel, food and expense costs associated with events, meetings, and conferences; and postponement of in person celebrations of achievements and years-of-service awards and monetary gifts to fiscal year of 2022 (after July 2021).
7. Recalled members will be excused from performance evaluations in the year they are laid off.

8. The College contributions to the “Mandatory” retirement plan required by Article 21(B)(2) of the CBA will be suspended for a period of twelve (12) consecutive months beginning on a date to be determined by the College, which shall begin during calendar year 2020. Employees may still voluntarily contribute to the “Voluntary Retirement Plan” during the suspension of the Mandatory Plan. The Parties will meet to discuss the status of the suspension of these contributions in December 2020.
9. Effective September 1, 2020, the transportation benefit provided in the Parties’ “Commuting – First Memorandum of Understanding,” dated November 20, 2018, amending Article 21(J)(7) of the CBA will be temporarily suspended for any and all bargaining unit members who are working remotely, until such time their work moves back to campus. If a member is required to come into the campus to do work, they will be entitled to be reimbursed for their actual expenses not to exceed \$84.50 per month. The Parties will meet to discuss the status of the suspension of the transportation benefit in December 2020.
10. Notwithstanding Article 21(J)(1)(d) of the CBA, for academic year 2020-21, the Winter Intersession provided in Article 21(J)(1)(b) of the CBA will be paid as follows:  
Christmas Day and New Year’s Day will be paid as major holidays. The balance of the Winter Intersession days will be paid in equal parts by the College and by the bargaining unit members’ accrued and unused vacation days. Once a bargaining unit member’s accrued and unused vacation days are exhausted, the bargaining unit member will be paid only the one-half contribution by the College for the remaining balance of the Winter Intersession.
11. The College has advised the Union of its plans to move forward with COVID-19 testing, daily COVID-19 symptom screening, and COVID-19 contact tracing of bargaining unit members. The Union has had an opportunity to bargain with the College about the impact of these measures and supports them. The Union may grieve disciplinary actions for Union members’ non-compliance with COVID-19 safety measures on an expedited basis by immediately skipping to Step 3 of the Grievance and Arbitration Procedures of the CBA, Article 10, Sec. F. The Union must file the grievance within 5 business days of knowing of the discipline. The Senior AVP of HR (or her designee) must schedule a meeting within 5 business days of the filing and make a written decision within 3 business days of the meeting. This may not go to arbitration.
12. Health and Wellness Committee Meeting. Effective immediately and through December 2020, a representative from Human Resources and a representative from the COVID-19 Health and Wellness committee (provided it is in existence) will make themselves

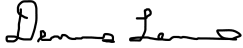
available to meet with the Union at least once per month regarding COVID-19 safety measures, including testing.

13. The Union understands that the College will offer a Voluntary Early Retirement Program and a Voluntary Reduction of Weekly hours to staff employees and agrees that the College may offer these programs to Union members.

The Union and the College have signed this Agreement under seal on the dates indicated below.

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 888

EMERSON COLLEGE



By: Dennis Levine

Date: 7/13/2020

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By:

Date: \_\_\_\_\_