

FINAL CHANGES IN BOLD

Memorandum of Agreement

This memorandum of agreement is entered into this _____ day of July, 2020, by the University of Massachusetts Amherst (University) and the Professional Staff Union/MTA Units A and B as it covers Amherst bargaining unit members, known collectively as the parties, as follows:

WHEREAS, The University and Union 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 reopening campus in the Fall, 2020 and address working conditions including employee health and safety concerns as the reopening occurs in the summer and fall of 2020; 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;

1. The parties agree that the previous framework of agreements have served the parties well and agree to continue those agreements, including the terms of the parties' 2017-2020 collective bargaining agreement, to the extent that they are not modified by this agreement. The parties agree to continue regular joint labor-management discussions through the fall term as reopening issues arise.
2. The University has commenced and will continue to put into operation return -to- work guidance and shall provide, to the extent possible, 10-day notice to the Union and impacted employees prior to a change of onsite (critical and necessary)/remote/hybrid status. The University agrees to provide a safe workplace consistent with the collective bargaining agreement and state and federal standards. The University further agrees to provide the union with a comprehensive list of on-site and remote employees with particular status and update as needed.
3. It is understood by the Union that upon return to work, employees may be reassigned and rescheduled based on University needs on a temporary basis to accommodate COVID-19 workforce demands. In each instance the employee and Union will be notified prior to reassignment. As provided by agreement dated March 24, 2020 this reassignment may be outside of regular job duties but within skill level and licensure. Effective upon signing of this agreement, the rotation system of Paragraph 2 of the March 24th agreement and the provision of weekly on-site lists under Paragraph 5 shall be modified as described in paragraph 2, above. The parties shall continue to adhere to the provisions of Paragraph 4, regarding compensation provided by agreement dated March 24, 2020.
4. The parties understand that Staff may have concerns about coming to campus in the fall, so it is important that a resolution to their concerns is provided as quickly as possible as they move from their previous designation. Staff seeking an alternative or adjustment to their onsite assignment should complete an online request using the Staff Flexible Working Arrangement Request Form. Employees who fall within high risk categories as outlined by the CDC, including individuals 65 or older and those with underlying medical conditions, shall be eligible for remote work status or reasonable onsite reassignment

as designated by their Department and subject to review by Central HR. Employees who are denied or refuse remote or partial remote work or reassignment or partial reassignment, may use accrued time for any period of absence beginning August 17, 2020. This agreement shall in no way limit employees' rights pursuant the Families First Coronavirus Response Act or any subsequent related Federal or State legislation, including authorized COVID-19 leave provisions. The parties agree that every reasonable effort will be taken to ensure no employee falls off payroll due to Covid-19. The union shall be notified as soon as possible of any member requests to use federal or state Covid-19 leave.

5. Employees assigned to work onsite who do not fall within high risk categories as outlined by the CDC may petition for alternative work arrangements. Staff seeking an alternative work schedule, alternative work site, adjustment to their onsite assignment, or other alternative should complete an online request -Flexible Working Arrangement Request Form. Such requests shall not be unreasonably denied. Employees whose petitions are not granted may utilize processes under the Accessible Workplace Office to address individual needs and may use accrued leave as eligible under the collective bargaining agreement for any period of absence beginning on August 17, 2020. This agreement shall in no way limit employees' rights to leave, including intermittent leave, pursuant to the Families First Coronavirus Response Act or any subsequent related Federal or State legislation, including authorized COVID-19 leave provisions.
6. The parties recognize that all employees who have dependents of day care age or in pre-K -12 schools will face unique and unprecedented challenges with managing work and childcare. Using the processes in paragraph 5, above, the parties will make every reasonable effort to afford flexibility with regard to assignments, schedules, and work hours for employees needing childcare or attending school remotely or remote onsite. Beginning on August 17, 2020, such employees who are unable to secure their full work hours through an alternative work schedule or other adjustment may use accrued time as eligible under the collective bargaining agreement or benefits accorded under the FFCRA, but not both (accrued time and FFCRA). The parties agree to revisit this article as all school district reopening and/or reclosing plans are formalized.
7. Safety and health considerations of employees are a priority of the University and Union. The University will provide, when appropriate, PPE and safety equipment for employees and shall train employees in the use of such equipment as well as safety and health protocols. Employees are likewise required to follow all University mandated safety protocols, including protocols for cleaning and disinfecting, wearing of masks and social distancing. Employees who refuse to follow safety protocols, including but not limited to wearing masks (except where unsafe due to a documented medical condition or disability) and social distancing as possible and appropriate, may be subject to discipline pursuant to the collective bargaining agreement.
8. Employees are required to perform on a daily basis the University checklist of COVID-19 related symptoms and refrain from reporting to work if they are symptomatic. Appropriate University protocols regarding reporting of disease, symptoms, testing, and travel shall be strictly adhered to for the health and

safety of all University staff and students. Any violations of these procedures must be promptly reported to health and safety officials. Employees upon request of the University may be tested for COVID-19 and the results of these tests will be maintained by UHS and only shared on a need to know basis. Asymptomatic surveillance testing will be made available to employees, at the University's discretion. The parties agree that employees who work onsite can participate during their work hours in regular, ongoing surveillance testing. Tests performed at the University (symptomatic and asymptomatic) will be billed to the appropriate insurance carrier with no out-of-pocket cost to the employee. The parties recognize that these checklists, testing information, and test results are confidential, private, and shared on a need to know basis according to relevant public health protocols.

9. It is acknowledged that the University has adjusted the student calendar for the fall term. In order to address this, some employees may be required to report to work earlier than planned and, with as much advanced notice as possible, a reduced, limited number of employees may be required to work on holidays. The University will accommodate personal needs to the extent possible within operational limitations. Employees will be compensated in accordance with the collective bargaining agreement for these adjustments to work schedules.

10. All university employees with an assigned parking lot, whether working remote, onsite or hybrid, will pay 50% of the full price of the fall (September through January) 2020 parking pass. The unions will withdraw without prejudice the grievances related to parking. This shall not preclude the union from filing a grievance related to parking in spring, 2021 prospectively.

11. This agreement shall constitute full agreement by the parties and shall only be modified by subsequent agreement in writing.

FOR PSU/MTA Amherst

DocuSigned by:

Brad Turner

7/30/2020

Co-Chair

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DocuSigned by:

Robert McDowell

7/30/2020

Co-Chair/Grievance Officer

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FOR THE UNIVERSITY OF MASSACHUSETTS-AMHERST

DocuSigned by:

Brian Harrington

7/30/2020

Director of Labor Relations

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DocuSigned by:

Helen Bowler

7/30/2020

Acting Director of Labor Relations

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