

Memorandum of Agreement

This memorandum of agreement is entered into this 4th day of December, 2020, by the University of Massachusetts Amherst (University) and UAW 2322 (RAPMU) (Union), known collectively as the parties, as follows:

WHEREAS, The University and Union continue to face an unprecedented public health and safety emergency; and

WHEREAS, The parties are desirous of reaching an agreement that will establish a framework for operations and working conditions for the Spring 2021; 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) **Contract dates**

New Resident Assistants and Peer Mentors will return on Monday, January 18, 2021. Returning staff will return on Tuesday, January 19, 2021. Contract end date is May 16, 2021. Students who have extenuating circumstances that prevent them from returning to campus on time or participating in any portion of the training should submit a request for time away/alternative training arrangements to residentassistant@sacl.umass.edu or peermentor@sacl.umass.edu.

To account for the longer winter break, break housing RAs will be compensated for seven weeks of break housing.

2) **Spring 2021 Employment**

All students who were offered a Resident Assistant or Peer Mentor position for the 2020-2021 academic year who remain eligible will be offered a position for spring 2021. Students who were offered positions who declined the position, have resigned, or were otherwise ineligible based on eligibility requirements outlined in the position description will not be considered.

Students who served as Resident Assistants and Peer Mentors in the Fall 2020 will continue for Spring 2021 if they remain eligible unless they submit a resignation letter. Those continuing RAs will be placed in the same room assignment for spring 2021 as they were assigned for fall 2020. Continuing RAs shall be given the opportunity to request to move assignments if they desire to do so, and no request shall be unreasonably denied. On-site Peer Mentors may be reassigned from their fall assignment to an assignment in a first-year hall for spring 2021. On-site Peer Mentors who worked in the residence halls in the Fall 2020 shall be given the opportunity to request they retain their current assignment if they desire to do so, and no request to retain assignments shall be unreasonably denied.

Students who are offered Resident Assistant positions for spring 2021 will respond to their offer of employment within 3 business days with the following information:

- Whether they accept or decline the offer of employment for spring 2021.
 - A student who is unable to return to campus due to medical concerns may have their circumstances reviewed for reasonable accommodations by writing to the University's Disability Services Office.
- Students may indicate the desire to defer their position to Fall 2021. Students who defer will be offered positions for the 2021-2022 academic year before any new applicant is offered a position. Students who defer will be asked to provide updated information for fall 2021 in January 2021.
- If accepting the offer of employment for spring 2021, students will have option to
 - indicate a desire to be considered for a Resident Assistant position at the Mount Ida campus for Spring 2021.
 - indicate if they choose to opt out of the default compensation package.
- If accepting the position, student will indicate from where they will be travelling when returning to campus in January. This will assist the university to work with staff member on quarantine plans if quarantine is required based on Massachusetts or university travel orders.

Staff placement will be completed after offers are accepted. Accessibility and accommodation needs will be taken into account when making assignments. Placement will be made based on workforce demands for spring 2021. Unless indicating a preference for the Mt. Ida campus, efforts will be made to make placements that are as like as possible to original 2020-2021 placement. Some reassignments may need to be made after assignments are communicated based on workforce demands. In this case, reassignments will be made first within the residence hall, then area of campus, then campus wide.

If additional Resident Assistants are needed after this process has been completed, offers will be made from the alternate pool of candidates who applied for 2020-2021 academic year positions.

Students who are offered Peer Mentor positions for spring 2021 will respond to their offer of employment within 3 business days with the following information:

- Whether they accept or decline the offer of employment for spring 2021.
- If they desire to reside on campus to serve as an on-site Peer Mentor or to work remotely and receive compensation in the form of the opt out stipend since they will not be compensated via University housing. If a Peer Mentor chooses to work remotely, they shall be allowed to do so.
- Student may indicate the desire to defer their position to Fall 2021. Students who defer will be offered positions for the 2021-2022 academic year before any new applicant is offered a position.
- If they choose to opt out of the default compensation package.

- If accepting the position and working on site, the student will indicate from where they will be travelling when returning to campus in January. This will assist the university to work with staff member on quarantine and make plans if quarantine is required based on Massachusetts or university travel orders.

Staff placement will be completed after offers are accepted. Accessibility and accommodation needs will be taken into account when making assignments. Placement will be made based on workforce demands for spring 2021. Efforts will be made to make placements that are as similar as possible to original 2020-2021 placements. Some reassignments may need to be made after assignments are communicated based on workforce demands; in this case, reassignments will be made first within the residence hall, then area of campus, then campus wide.

If additional Peer Mentors are needed after this process has been completed, offers will be made from the alternate pool of candidates who applied for 2020-2021 academic year positions.

If it is necessary to reduce the workforce due to the University moving to fully remote education for spring 2021, students who are offered and accept RA or PM positions who are not invited to work on-site will receive the opt-out stipend for the spring semester. Reassignment of duties may occur. In the event of that reduction of force, an RA/PM who has commenced working in their position on or after January 18, 2021 may be allowed to remain in on campus housing where applicable for the semester and retain their position and compensation for the remainder of the term of employment. Reassignment of duties may occur. Room assignments for RAs and PMs thus remaining on campus may be changed.

In the event that the University moves to fully remote education for spring 2021, those with demonstrated housing needs will be allowed to reside on campus, perform their duties, and receive their compensation. Room assignments for those thus remaining on campus may be changed.

If this agreement is fully signed by close of business on December 7, 2020, all position offers shall be sent out by the end of the business day on Friday, December 11, 2020.

3) Pay Structure

When accepting the offer of employment, RAs and PMs shall have the option to elect the opt out compensation package. All RAs and PMs will receive the Default package unless an RA/PM informs Residential Life no later than Monday, January 4, 2021 at 5:00 pm. RAs and PMs may use the acceptance form to indicate their desire to opt out of the default package or email the following information: Last Name, First Name, Student ID and UMass email address, to resedcentral@sacl.umass.edu AND rapmu@uaw2322.org. Individuals will not be permitted to change their election after Monday, January 4, 2021 at 5:00 pm.

All RAs and PMs performing onsite work who did not work in the Fall 2020 semester shall receive \$225.00 in the form of dining dollars for the Spring 2021 semester.

4) Fee Exemption

All RAs and PMs, who choose to cancel their housing appointments shall be exempt from any associated fees.

5) Equipment/Training and Safety

Safety and health considerations of employees are a priority of the University and Union. The University shall provide each on-site RA/PM with 7 reusable face masks upon arrival to the UMass campus. The University shall also provide, when appropriate, cleaning and sanitizing equipment for employees.

The University shall train employees in the use of such equipment as well as safety and health protocols.

Employees are required to follow all University mandated safety protocols, including protocols for cleaning and disinfecting, COVID-19 testing, 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.

RAs and PMs shall not be expected to interact in person or share bathrooms with any students or staff who have either tested positive for COVID-19 or been asked to quarantine due to exposure to a COVID-19 positive individual.

The University acknowledges it will abide by all COVID-related safety protocols communicated in the campus reopening email sent to students on October 23rd, 2020, including mandatory asymptomatic COVID testing, as listed on the [Spring 2021 FAQ website](#) and the [UMass COVID-19 Testing website](#).

The University commits to the cleanliness and maintenance of every Residential Community, including that each bathroom shall be properly and regularly maintained, and that Residential Communities shall have adequately maintained ventilation systems.

The parties agree that the Health and Safety Committee shall discuss the impact and application of the standards for safe ventilation and have access to relevant documents regarding safe ventilation in residence halls and other spaces where RAs/PMs are expected to work.

6) Information Clarification

When it is available, the University shall provide the Union with information regarding the expected campus population, and density of each Residential Community, for spring 2021.

7) CCPH Services

For the Spring 2021 semester, the University's Center for Counseling and Psychological Health (CCPH) will offer an every other week, drop-in workshop series available only to Resident Assistants and Peer Mentors. If there is a significant demonstrated interest, the workshop series can be extended to every other week for the remainder of the spring 2021 semester

8) Kitchen Access

The University will make known to all RAs/PMs of a method by which they may request an assignment which includes access to a kitchen. No request for access for available kitchens shall be unreasonably denied.

9) No Precedent

The terms of this agreement shall set no precedent.

For the University:

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Acting Director of Labor Relations

For the Union:

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