

MEMORANDUM OF AGREEMENT

1/6/2021

This memorandum of agreement is entered into this \_\_\_\_\_ day of December, 2020, by the University of Massachusetts Amherst (University) and NEPBA, Local 190 (Union), known collectively as the parties, as follows:

WHEREAS, The University and Union are faced with an unprecedented public health, safety and financial emergency; and

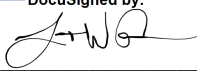
WHEREAS, The parties are desirous of reaching an agreement that will establish a framework for reopening campus in academic year, 2020-2021 and address working conditions including employee health and safety concerns as the reopening occurs in academic year 2020-2021; and

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;

- 1) As of January 17, 2021 at 7 am, there will be a suspension of the COVID 19 work schedules and a return to CBA language as it relates to workweek schedule, unless the University reverts to both an essential face to face learning model and corresponding residential population as it did on August 6, 2020. Specifically, the existing workweek schedule consisting of four (4) workdays followed by two (2) consecutive days off. “Except for those employees who, by nature of their assignment, work a schedule consisting of five (5) workdays followed by two (2) consecutive days off”.
- 2) As of January 17, 2021 at 7am, there will be a suspension of paragraph 6 and 9 of the March 26<sup>th</sup> agreement. If the University reverts to both an essential face to face learning model and corresponding residential population as it did on August 6, 2020 the provisions of paragraph 6 and 9 of the March 26<sup>th</sup> agreement will be unsuspended.
- 3) It is understood by the Union that if the University reverts to fully remote learning and vacates students from campus outside of the schedule as set at the start of the semester, the Parties will return to the provisions of the March 26<sup>th</sup> agreement. Except as it is necessary to fulfill the provisions of paragraph 4 of the March 26<sup>th</sup> agreement, the alternate work schedule shall be maintained. The parties agree to the following modification of paragraph 2, relative to the alternate work schedule; Management will assign remote/online training to be conducted and completed by bargaining unit members on their “remote days”. Successful completion of the assigned training shall be submitted to the training manager each week following members RDOs.
- 4) 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.

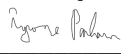
- 5) In the event of a staffing emergency caused by employee absences due to COVID-19, employees may be reassigned and rescheduled to police positions outside of regular job duties but not outside of skill level and training. For the purposes of this agreement, “staffing emergency” will be defined as an ongoing lack of available employees needed to meet established staffing minimums without the use of forced overtime. Management will provide the Unions notice of the scope and duration, to the extent it is known, of the “staffing emergency”.
- 6) Employees are required to perform on a daily basis the University checklist of COVID related symptoms and refrain from reporting to work if they are symptomatic. Appropriate University protocols regarding reporting of disease, symptoms 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.
- 7) “All supervisors and employees working on site shall comply with CDC guidance and local public health regulations. Failure to adhere to such guidelines shall be reported to public health officials.”
  - a. The parties acknowledge the benefits of social distancing, and wearing masks to reduce the potential spread of COVID-19. In order to maintain a health among the staff, employees will be required to wear masks when inside the building unless they are alone in a single occupancy office. Shared spaces have been modified to maintain appropriate distance and occupancy numbers. If changes in health and safety guidelines require changes to these procedures the Union will be notified of the changes prior to the changes taking effect. Meetings will be held virtually or in areas that permit for social distancing whenever practicable. Access to the gym, computer room and other small shared spaces will be limited in simultaneous use capacity to provide for appropriate social distancing.
- 8) This agreement shall constitute full agreement by the parties and should only be modified by subsequent amendment in writing.
- 9) This agreement shall not create precedent for the future.

FOR NEPBA LOCAL 190

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Justin Green, President

1/6/2021

FOR THE UNIVERSITY OF  
MASSACHUSETTS AMHERST

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Tyrone Parnham

1/6/2021

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

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*Jessie Liptak*  
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Jessie Liptak, Vice-President

1/8/2021  
Date: \_\_\_\_\_

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

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*Helen Bowler*  
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Helen M. Bowler, Acting  
Director of Labor Relations

Date: 1/6/2021  
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*Brian Harrington*  
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Brian Harrington, Director of Labor  
Relations 1/6/2021

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