MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into by the University of Massachusetts Amherst (University) and the United Auto Workers Local 2322/Graduate Employee Organization (GEO), known collectively as the parties.

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 safe and livable working conditions for all UMass graduate employees during the spring of 2021.

NOW THEREFORE, In consideration of the mutual promises and agreements herein, the Parties agree as follows:

1. **Emergency Technology and Childcare Funds**: The University agrees to establish a one-time $30,000 emergency technology assistance fund and a $30,000 emergency childcare assistance fund. These funds will be available to make direct awards to bargaining unit members to offset emergency technology expenses incurred as a result of the shift to remote work and to offset emergency childcare expenses incurred due to closures of schools and childcare facilities. Awards will be in the form of a one-time payment that will be subject to all required withholding. The process and criteria for distributing technology assistance funds will be developed by the Administration, in consultation with GEO, within 30 days from the date this agreement has been fully executed by all parties.

2. **Personal Protective Equipment (PPE) and face-coverings**: The University will provide appropriate PPE, face-coverings, and safety equipment as necessary for onsite bargaining unit members and shall train employees in the use of such equipment as well as safety and health protocols. The University shall provide sufficient spare masks for Residential Life employees and in-person TAs, TOs, and Lab assistants to give to residents and students who lose or forget their masks.

3. **Requests for Remote Work**: Bargaining unit members who are over 65 years old or who fall within high risk categories as outlined by the CDC seeking an alternative to an onsite work assignment should complete an online request using the Flexible Working Arrangement Request Form. High risk employees shall be eligible for remote work or other accommodation as designated by their Department and subject to review by Disabilities Services. Requests for remote work or other accommodation shall not be unreasonably denied. Bargaining unit members assigned to on-campus work who fall within high risk categories who cannot be accommodated with remote work will be laid off in accordance with Article 27. Bargaining unit members assigned to work onsite who do not fall within high risk categories as outlined by the CDC may also petition for remote work or other accommodations by submitting a Flexible Working Arrangement
Request Form. Bargaining unit members with young children whose childcare or school is closed will be given priority consideration for remote work. Employees who do not fall within high risk categories whose petitions are not granted may request a personal leave without pay.

4. **Expanded Family and Medical Leave:**
   A. Article 45, Section I.B. shall be temporarily suspended for the Spring 2021 semester; bargaining unit members shall be eligible for leave without having to be employed for at least four (4) consecutive months prior to the start of the leave.
   B. Article 45, Section I.C., reasons for leave, shall be temporarily expanded for the Spring 2021 semester to include:
      1. Employees who take care of an individual, as defined in Article 45.I.C.3, who tests positive for COVID-19 and cannot be assigned remote work or other accommodations.
      2. Employees who test positive for COVID-19, regardless of whether they exhibit symptoms, who cannot be assigned remote work or other accommodations.
   B. In addition, Article 45, Section I.C., reasons for leave, shall be temporarily expanded for the Spring 2021 semester to include up to two weeks (up to 80 hours, prorated on the basis of the percentage of appointment) of paid sick leave at the employee’s regular rate of pay where the employee is unable to work because the employee is quarantined (pursuant to Federal, State, or local government order or advice of a health care provider), and/or experiencing COVID-19 symptoms and seeking a medical diagnosis and is unable to work remotely.
   C. Any paid leave granted under B or C above, shall be drawn from the existing leave outlined in Article 45.I.E.
   D. For leave granted under this agreement, where appropriate, medical certification may be requested by the university as outlined in Article 45.I.J.
   E. Leave shall not be available for quarantine or isolation as a result of personal travel to or from an area that is not designated low-risk for COVID-19 as determined by the Department of Public Health of the Commonwealth of Massachusetts unless the personal travel and extended absence is approved in advance by the employee’s immediate supervisor.

5. **COVID-19 ResLife Duty Change Notices:** All Residential Life graduate employees whose duties will be significantly changed as a result of campus reopening for the Spring 2021 semester will be informed of the change in duties no later than the start date of their Spring 2021 contract. The University reserves the right to make changes to duties during the semester in the event of changed circumstances.

6. **Safe Ventilation and Filtration Accommodations:** Any GEO member who is assigned to work Face-to-Face for the Spring 2021 semester and has a good faith concern that the building or classroom to which they are assigned is not sufficiently ventilated may request an alternative workspace. If the Office of Environmental Health and Safety concurs that the building or classroom is not sufficiently ventilated, the request for
alternative workspace will not be unreasonably denied. This article does not abridge or modify existing remedies under the CBA.

7. **COVID-19 Suspension of wage reduction for housing costs for live-in GEO members:** The University will suspend the full spring semester housing deduction for any live-in GEO member who has to be relocated due to COVID-19.

8. **This agreement is for the Spring 2021 academic semester only but it may be extended by mutual agreement of the parties.**

GEO withdraws all other proposals.

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**On behalf of GEO**

Sam Roach  
GEO Bargaining Committee  
2/17/2021  
Date

Melanie Klein  
GEO Bargaining Committee  
2/17/2021  
Date

Stephanie Higgins  
GEO Bargaining Committee  
2/19/2021  
Date

Shao Yu (Dora) Tseng  
GEO Co-Chair  
2/19/2021  
Date

Jyoti Iyer  
GEO Co-Chair  
2/19/2021  
Date

Patrick Burke  
UAW Local 2322  
2/19/2021  
Date

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**On behalf of the Administration**

Michael Eagen  
Associate Provost  
2/17/2021  
Date

**Representing:**

John McCarthy, Provost  
Donna Falcetti, Bargaining Team  
Peter Holden, Bargaining Team  
Jeffrey Podos, Bargaining Team  
Sophie Stevenson, Bargaining Team