

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 Unions 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 fall of 2020.

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

1. **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.
2. **Fall 2020 holidays and the Revised Academic Calendar:** Due to the University's decision to revise the academic calendar, bargaining unit members who are required to work on a University holiday pursuant to Article 39 (Additional Time Off) shall take compensatory time off after the December 14, 2020 grading deadline. Bargaining unit employees who have both summer and fall appointments shall not experience a loss of income from either appointment as a result of calendar change.
3. **Expanded Family and Medical Leave:**
 - a) Article 45, Section I.B. shall be temporarily suspended for the Fall 2020 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 Fall 2020 semester to include:
 - i. 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.
 - ii. Employees who test positive for COVID-19, regardless of whether they exhibit symptoms, who cannot be assigned remote work or other accommodations.
 - c) In addition, Article 45, Section I.C., reasons for leave, shall be temporarily expanded for the Fall 2020 semester to include the following circumstances in which the employees is unable to work onsite or remotely as follows:
 - i. 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; or

- ii. 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 because the employee is unable to work because of a *bona fide* need to care for an individual subject to quarantine (pursuant to Federal, State, or local government order or advice of a health care provider), or to care for a child (under 18 years of age) whose school or child care provider is closed or unavailable for reasons related to COVID-19, and/or the employee is experiencing a substantially similar condition as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of the Treasury and Labor; and
 - iii. Up to an additional 5 weeks (up to 200 hours, prorated on the basis of the percentage of appointment) of paid expanded family and medical leave at two-thirds the employee's regular rate of pay where an employee, who has been employed for at least 30 calendar days, is unable to work due to a bona fide need for leave to care for a child whose school or child care provider is closed or unavailable for reasons related to COVID-19.
- d) Any paid leave granted under 2.b or 2.c, save section 2.c.iii above, shall be drawn from the existing leave outlined in Article 45.I.E.
 - e) For leave granted under this MOU, where appropriate, medical certification may be requested by the university as outlined in Article 45.I.J.
 - f) 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.

4. Accommodation Process:

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 Central HR. 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. Employees who do not fall within high risk categories whose petitions are not granted may request a personal leave without pay.

5. COVID-19 Suspension of wage reduction for housing costs for live-in GEO members: In recognition of the differential duties performed by the four ARDs working in residence halls occupied by undergraduates as required by their appointment the University will temporarily suspend the payroll deduction for their housing outlined in MOU #4 for the duration of the Fall 2020 semester only.

6. GEO withdraws the following proposals:

- a) COVID-19 Duration of employment contracts (July 2, 2020)
- b) COVID hazard pay (July 2, 2020)

On behalf of GEO:

DocuSigned by:

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 Sam Roach
 GEO Bargaining Committee
 9/17/2020
 Date

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 Melanie Klein
 GEO Bargaining Committee
 9/17/2020
 Date

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 Ian Busher
 GEO Bargaining Committee
 9/17/2020
 Date

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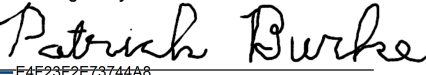
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 Stephanie Higgins
 GEO Bargaining Committee
 9/23/2020
 Date

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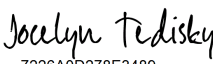
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 Shao Yu (Dora) Tseng
 GEO Co-Chair
 9/23/2020
 Date

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 Jyoti Iyer
 GEO Co-Chair
 9/23/2020
 Date

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 Patrick Burke
 UAW Local 2322
 9/23/2020
 Date

On behalf of the Administration:

DocuSigned by:

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 Jocelyn J. Tedisky
 Assistant Provost for Academic
 Labor Relations & Personnel Administration
 9/14/2020
 Date

Representing:

John McCarthy, Provost
 Michael J. Eagen, Associate Provost
 Donna Falcetti, Bargaining Team Member
 Peter Holden, Bargaining Team Member
 Anthony Paik, Bargaining Team Member
 Jeffrey Podos, Bargaining Team Member
 Sophie Stevenson, Staff