

Memorandum of Agreement

This memorandum of agreement is entered into this 24th day of March, 2020, by the University of Massachusetts-Amherst (University) and University Staff Association/MTA (Union) 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 and safety emergency; and

WHEREAS, The parties are desirous of mutually reaching an agreement that is in the best interests of University operations, its students and the health and safety needs of its USA workers and to create maximum flexibility to achieve those goals; and

WHEREAS, The parties have mutually committed to supporting each other, maintaining a collaborative relationship and meeting the needs of the campus community in the least disruptive manner possible;

Therefore, the parties agree as follow:

1. The following terms, to the extent that they modify the current collective bargaining agreement (“CBA”), are mutually agreed for the duration of the public health emergency known as “COVID-19”, the express duration of which is unknown at this time. The collective bargaining agreement shall remain in full force and effect except to the extent it is modified by this Agreement. The University agrees to periodically discuss with the Union the end point of the Agreement and any modifications to this Agreement or the CBA as needs arise.
2. The University agrees, as feasible, to implement rotation of on-site staff in various departments to ease the burden on staff to be on-site for all their regular shift hours. This may vary department to department and may vary within departments and work location. Bargaining unit members who are relieved of assignment as part of rotation, shall remain in full pay status. The Union will be notified of rotation of workers and any changes in the rotation plans.
3. In limited circumstances, onsite employees may be requested to perform work outside of regular job duties, but not outside of their skill level and licensure requirements. Onsite employees shall have the right to reasonably refuse work outside of regular job duties if they believe their health and safety are at risk. Any questions related to this issue shall be referred to the Union and Labor Relations for resolution.
4. The Union agrees that, effective Thursday, March 19, 2020, bargaining unit members required to be on-site will be compensated on a straight time basis, for regular hours worked during this emergency. Employees shall continue to be eligible for differentials and overtime as provided by the CBA, except for compensatory/overtime pay for emergency work. The parties will regularly monitor the burden experienced by onsite employees, particularly those with no or limited work rotations.
5. The Union shall be provided with lists of bargaining unit members required to be on-site during this emergency and any modifications made to those lists at least weekly. Individual bargaining unit members will be notified by their supervisors.
6. Employees who fall within high risk categories as outlined by the CDC and are designated to be on-site shall be eligible to request remote work and to be excused from the on-site list with pay. Remote work shall be provided by their supervisors with support from Central Human Resources (CHR). Employees who decline remote work will be expected to use accrued leave time as per

contract. The University reserves the right to request a doctor's note from any employee who utilize this section and, further, to revisit this issue with the Union should on-site numbers fall below acceptable levels.

7. Bargaining unit members who are not on the on-site lists shall be provided remote work in keeping with published University guidance. Employees who decline remote work will be expected to use accrued leave time as per contract. Additionally, supervisors will communicate reasonable parameters for remote work, including reporting of hours, assignment of work during the work day, comp time or overtime approval.
8. Bargaining unit members who are not on the on-site lists and who are not provided with remote work or necessary equipment or services to perform that work by their supervisor shall remain in pay status with no deduction from accruals until recalled to work.
9. Employees on the on-site list or employees working remotely who are unable to fulfill their duties shall be required to use accrued time, per contract. This Agreement shall in no way limit employees' rights pursuant to The Families First Coronavirus Response Act or any subsequent related Federal or State legislation. Cascading leave shall start with any Federal or State COVID-19 relief, then proceed through leave granted by the contract, and finally any other type of leave that is offered to employees by the University. For the length of this agreement, it is the shared understanding of the parties that no employee shall suffer catastrophic financial harm.
10. All supervisors and employees working on site shall comply with CDC guidance and local public health regulations. The University will make all efforts to inform parties of expected guidelines. Failure to adhere to such guidelines shall be reported to public health officials.
11. All grievance timelines are suspended for the duration of this emergency.
12. This agreement shall constitute full agreement by the parties and should only be modified by subsequent amendment in writing.
13. This agreement shall not create precedent for the future.

FOR USA/MTA Amherst

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Leslie Marsland

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President

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Mary Malinowski

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Vice-President

FOR THE UNIVERSITY OF MASSACHUSETTS-AMHERST

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Brian Harrington

Director of Labor Relations

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