

## MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into by the University of Massachusetts Amherst (University) and the Massachusetts Society of Professors/MTA/NEA (Union), known collectively as the parties, as follows:

**WHEREAS**, The University and Union previously agreed to bargain negotiable impacts of any changes to the academic calendar for Fall 2020 and Spring 2021 and to discuss other matters related to reopening campus including the process for allocating emergency funds, faculty and librarian accommodations, and other safety and health precautions related to COVID-19; and

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

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

**WHEREAS**, The parties have already agreed to the following conditions, and share a mutual desire to articulate our agreements in writing;

1. The University agrees to provide a safe workplace consistent with the collective bargaining agreement and state and federal standards.
2. Bargaining unit members who fall within high risk categories as outlined by the CDC, including individuals 65 or older and those with underlying medical conditions, 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 as designated by their Department. Bargaining unit members who cannot be assigned remote work or other accommodation may request accrued sick leave or apply to the MSP Sick Leave Bank for any period of absence beginning on August 24, 2020. This shall in no way limit such employees' rights to leave, including leave under the Families First Coronavirus Response Act or any subsequent related Federal or State legislation, including authorized COVID-19 leave provisions. The parties agree that every reasonable effort will be taken to ensure no employee falls off payroll due to Covid-19.
3. Employees assigned to work onsite who do not fall within high risk categories as outlined by the CDC but may have household members who do fall in high risk categories may petition for remote work by submitting a Flexible Working Arrangement Request Form. These petitions shall not be unreasonably denied. Employees who do not fall within high risk categories whose petitions are not granted may request accrued leave (vacation and personal for calendar year employees or librarians) and/or leave without pay for any period of absence beginning on August 24, 2020. This agreement shall in no way limit employees' rights to leave, including intermittent leave, under the Families First Coronavirus Response Act or any subsequent related Federal or State legislation, including authorized COVID-19 leave provisions.
4. The parties recognize that all employees who have dependents of preschool or school age will face unique and unprecedented challenges with managing work and childcare. These employees will use

the processes in paragraph three.

5. Safety and health considerations of employees are a priority of the University and Union. The University will provide, when appropriate, PPE and safety equipment for employees and shall train employees in the use of such equipment as well as safety and health protocols. Employees are likewise required to follow all University mandated safety protocols, including protocols for cleaning and disinfecting, 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. All faculty will have access to their assigned offices, although some buildings will remain locked. Faculty who use campus facilities including office space will be expected to comply with the University's health and safety protocols described in paragraphs 6 and 7 below.
6. On-site employees are required to perform on a daily basis the University checklist of COVID-19 related symptoms and refrain from reporting to work if they are symptomatic. Appropriate University protocols regarding reporting of disease, symptoms, testing, and travel shall be strictly adhered to for the health and safety of all University employees and students. Employees who report symptoms of COVID-19 may be tested for COVID-19, upon the request of the University, at University Health Services. The results of these tests will be maintained by UHS and only shared with public health personnel.
7. Asymptomatic surveillance testing will be made available to employees who request it, at the University's discretion with no out-of-pocket cost to the employee. Onsite employees may be required to participate in surveillance and/or adaptive testing at the request of the University. Tests performed at the University (whether symptomatic or asymptomatic) will be billed to the appropriate insurance carrier and there will be no out-of-pocket cost to the employee. The parties recognize that symptoms checklists, testing information, and test results are confidential, private, and shared only with public health personnel according to relevant public health protocols.
8. The parties agree that the University may import basic employee demographic information (name, department, emergency contacts, home address, and other non-confidential information) into the University Health Services Medicat records system to reduce data entry.
9. All university employees with an assigned parking lot, whether working remote, onsite or a combination, will pay 50% of the full price of the fall (September through January) 2020 parking pass. The MSP will withdraw without prejudice the grievance related to parking. This shall not preclude the union from filing a grievance related to parking in spring, 2021 prospectively.
10. For academic year employees, the period of responsibility will begin on August 24, 2020 and will continue through and including December 14, 2020. Labor Day, the Second Monday in October and Veteran's Day will be included in the period of responsibility and classes may be held on these days. Faculty and librarians on 12-month appointments will get three comp days to use during the year.
11. Support for technology assistance shall be prioritized to applicants who verify that the requested computer is necessary to enable them to perform their work remotely, who clearly have an outdated machine that is due for replacement, and/or who previously were approved for funds through the spring 2020 Chancellor's Computer Replacement Fund.
12. Support for childcare and eldercare assistance will be available at the end of the fall semester, and

shall be prioritized to applicants based on income, number and age of dependents, and amount of expenses incurred. Funds cannot be used for family members who provide care, or to pay tuition at a private school for school-age children. Applicants will be required to submit receipts documenting the expenses incurred.

- 13. The one-year extension agreement provides that faculty who leave UMass before using their course release will be “made whole.” The lecturer per-course minimum (currently \$7,000) will be paid to a departing faculty member with an unused course release or in lieu of awarding a course release. For co-taught or multi-faculty courses, the faculty will decide who is responsible for converting the course to fully online, and that person will be eligible for the workload adjustment. Small courses (3 credits or more) with fewer than 12 students only warrant a workload adjustment if they require new curricula and additional effort to create as online courses.
- 14. Clinical faculty who move clinics to telepractice or who move clinical training online (including rotating students in and out of face-to-face clinicals) are taking on additional work and are eligible for workload adjustments, including course releases or credit toward continuous appointment or early eligibility for professional improvement leaves for NTT faculty, subject to the approval of their Chair.
- 15. The one-year extension agreement applies to all faculty in the MSP bargaining unit.
- 16. Faculty shall not be penalized in any way for using the credit toward continuous appointment. NTT faculty who are part-time are included in the one-year agreement and can choose the credit toward continuous appointment (one year of credit per course). Departments may offer a different arrangement, for example increasing the person’s percentage appointment at the time the course development work is done, with the MSP’s agreement.
- 17. Faculty teaching face-to-face courses will not receive workload adjustments unless they are required to put in additional effort or create alternative curricula for students who are remote.
- 18. The document entitled “University Quality Standards for Fully Online Courses” will not be used to unreasonably deny any faculty member from the contractual workload adjustments in the one-year extension. Satisfactory transcripts are best practice in online courses, but if a specific course or method of teaching is not conducive, faculty can instead provide extensive notes or an annotated PowerPoint to assist students.

*On behalf of the MSP:*

DocuSigned by:  
  
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 Eve Weinbaum, MSP President

Date: 8/19/2020

*On behalf of the University:*

DocuSigned by:  
  
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 Michael J. Eagen, Associate Provost for Academic Personnel

Date: 8/19/2020