

**Memorandum of Agreement Misc. COVID-related Matters
May 21, 2021**

This Memorandum of Agreement is by and between the University of Massachusetts Amherst (University) and the Massachusetts Society of Professors (MSP).

WHEREAS, the parties have been engaged in bargaining over the impact of the University's ongoing response to the COVID-19 public health crisis (pandemic) as it has evolved over time and have previously reached agreement over the administration and use of student evaluations of teaching for the spring 2021 semester, a period of mostly remote instruction; and

WHEREAS, the parties wish to resolve additional COVID-related matters as provided herein while reserving the right to bargain over other such matters that remain unresolved; and

NOW THEREFORE, the parties agree as follows:

1. The Childcare Assistance Fund will be expanded to include eldercare requests and unused funds from FY21 will be carried forward for distribution in FY22 as previously agreed. This fund will be administered using the same sliding scale formula based on household income and number of children that was used in FY 21.
2. Faculty will have a one-year extension to spend start-up funds and will have a one-year extension to spend research, professional development, and other time-limited funds.
3. Pre-Tenure faculty who started employment after May 1, 2020 (and have not been awarded a COVID-related tenure decision (TDY) delay) will receive the same one-year automatic TDY delay and retroactive salary increment that all pre-tenure faculty were awarded in spring of 2020. An expedited process will be made available to all pre-tenure faculty who wish to apply for an additional COVID-related TDY delay with no retroactive salary increment.
4. The University agrees to provide a safe workplace consistent with the collective bargaining agreement and state and federal standards.
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 if required (except where unsafe due to a documented medical condition or disability) and social distancing as possible and appropriate, maybe subject to discipline pursuant to the collective bargaining agreement.
6. Employees are required, until notified otherwise by the University, 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. Employees may be required to participate in surveillance and/or adaptive testing at the request of the University. 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 continue to 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. Additional compensation at the lecturer per course minimum (currently \$7,000) may be paid in lieu of a course release (awarded for online course development during AY 20-21) and to faculty who depart the University with an unused course release. An arrangement to provide additional compensation at the lecturer per course minimum (currently \$7,000) in lieu of a course release must be agreed to in writing between the faculty member and the administration with notice to the MSP.
10. NTT Faculty shall not be penalized in any way for using the credit toward continuous appointment awarded for online course development.
11. The parties will make every effort to develop and issue a joint announcement describing the terms of this agreement and how it will be implemented on or before May 28, 2021. If the parties cannot agree upon language for a joint announcement by May 28, 2021, each side reserves right to issue separate communications.
12. All provisions in the current MSP collective bargaining agreement, including the additions and revisions agreed upon in June of 2020 remain in full force and effect except as otherwise provided herein.

MSP

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By: Heather LaPenn Date: 5/21/2021

UMass Amherst

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By: Michael Eagen Date: 5/21/2021