

Memorandum of Agreement  
4/30/2021

This memorandum of agreement is entered into this \_\_\_\_\_ day of April, 2021, by the University of Massachusetts-Amherst (University) and Professional 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 PSU 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 agreements, and to the extent that they modify the current collective bargaining agreement (“CBA”), are mutually agreed retroactive to April 1, 2021 until September 30, 2021 unless the benefits provided herein are mandated to extend by state and/or federal law and if so, no later than December 31, 2021. It is expressly agreed that this agreement covers Amherst PSU bargaining unit members only.
2. Pursuant to the American Rescue Plan Act of 2021, the University voluntarily adopts the following of its provisions and agrees with PSU as follows: Each full time employee shall be allowed up to 80 hours paid leave, not to be deducted from any other paid leave provision of the collective bargaining agreement, for the purpose of personal COVID-19 illness, quarantine as mandated by a public health official, or illness from receiving a COVID vaccine. Employees less than full time shall be allowed a pro-rated benefit.
3. The University reserves the right to request confirmation from the Department of Public Health or a medical provider from any employee who utilizes paid time off under Section 2 of this Agreement.
4. In addition, an employee whose appointment(s) to receive their dose(s) of the COVID-19 vaccine occurs during work time shall, upon approval, be granted a leave with pay, not to exceed two hours (four hours for the two dose vaccine), for the sole purpose of being vaccinated against COVID-19.
5. This agreement shall constitute full agreement by the parties and should only be modified by subsequent amendment in writing. Any previous agreements providing for benefits under the terms of the FFCRA are hereby terminated. The benefits in this agreement shall run concurrent with any COVID-19 benefits granted under Massachusetts law.
6. This agreement shall not create precedent for the future.

FOR PSU/MTA

DocuSigned by:

*Brad Turner*

4/30/2021

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Co-Chair

DocuSigned by:

*Risa Silverman*

4/30/2021

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Co-Chair

FOR THE UNIVERSITY OF MASSACHUSETTS-AMHERST

DocuSigned by:

*Brian Harrington*

4/30/2021

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Director of Labor Relations

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*Helen Bowler*

4/30/2021

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Acting Director of Labor Relations