

First Amendment to Memorandum of Agreement

The April 30, 2021 Memorandum of Agreement entered into by the University of Massachusetts-Amherst (University) and Professional Staff Union-Amherst(Union), known collectively as the parties is hereby modified pursuant to Paragraph 5 as follows:

WHEREAS, The University and Union have entered into a memorandum of agreement providing for paid sick leave for bargaining unit members affected by Covid -19 pursuant to the provisions of the American Rescue Plan of 2021;

WHEREAS, The Commonwealth on May 23, 2021 enacted a law known as the "Massachusetts COVID-19 Paid Sick Leave Act" which further enhances and expands those benefits; and

WHEREAS, The parties are desirous of amending its Agreement to provide clarity around the benefits available to bargaining unit members between June 7, 2021 and September 30, 2021.

Therefore, the parties agree as follow:

1. The following agreements run co-terminus with the benefits under the ARA, enhance those benefits and do not diminish those benefits for the life of this agreement.
2. In addition to the reasons set out in the original agreement, a full-time employee may under MA law use up to 40 hours of the 80 hours to get a medical diagnosis, treatment and care for COVID-19 and when the employee has an inability to engage in remote work due to COVID-19 symptoms.
3. Each full time employee shall be allowed to use up to 40 hours paid leave of the total of 80 hours, not to be deducted from any other paid leave provision of the collective bargaining agreement, for the purpose of caring for a family member who: (i) is self-isolating due to a COVID diagnosis; or (ii) needs medical diagnosis, care or treatment for COVID symptoms and/or caring for a family member due to a quarantine order from a public official, health authority, the family member's employer, or a healthcare provider.
4. Employees less than full time shall be allowed a pro-rated benefit.
5. These benefits are in addition to any benefits provided by collective bargaining agreement and shall cease on September 30, 2021 unless extended or terminate earlier by the Commonwealth.
6. This amended agreement shall constitute full agreement by the parties and should only be modified by subsequent amendment in writing.

FOR PSU A-Amherst/MTA

DocuSigned by:

Andrew Gorny

7/20/2021

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Co-Chair

FOR UNIVERSITY OF MASSACHUSETTS-AMHERST

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Helen Bowler

6/24/2021

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Director of Labor Relations