

UMB COVID-19 BARGAINING—Unions’ proposals: Updated March 27 2020

This memorandum of agreement is entered into this _____ day of March, 2020, by the University of Massachusetts Boston (University) along with the Classified Staff Union/MTA, Department Chairs Union/MTA, Professional Staff Union/MTA, Faculty Staff Union/MTA, and Graduate Employees Organization/UAW (Unions) as it covers the Unions’ respective bargaining unit members, known collectively as the parties, as follows:

WHEREAS, The University and Unions 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 employees; and

WHEREAS, The parties are committed to supporting the most vulnerable members of the campus community and mitigating the inequitable impacts of this emergency; 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:

The following agreements, and to the extent that they modify the current collective bargaining agreements (“CBAs”) of the Unions (i.e. Classified Staff Union, Department Chairs Union, Faculty Staff Union, Graduate Employees Organization, and Professional Staff Union), 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 University agrees to periodically discuss with the Unions the end point of the agreement and any modifications to this agreement or the CBAs as needs arise.

Unions’ Joint Proposals

1. UMass Boston will guarantee employment for all current employees, including student employees, regardless of funding source, with no changes to compensation, including reduction of hours. Revenue targets and prior budgetary planning for fiscal year 2020-2021 are secondary to the health and well-being of our community, and will be held in abeyance.
2. Any employee, essential or not, who may be at high risk of severe illness, or is responsible for or resides with someone who may be at high risk, whether due to health, age or other factors, will not be required to come to campus. Employees may self

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quarantine without fault or penalty. If their work can be done at a distance, they will be provided with the equipment or services (e.g. telephone, internet) to work from home. If their work cannot be done at a distance, they can best serve the University by maintaining social distance and/or self-isolating and will be released from other duties. They will remain fully paid and benefited, without using any of their own earned time.

3. The following will be provided to any and all essential personnel required to come to campus:

A. Free on-campus parking.

B. Some form of transport from local public transit stops, if they don't have their own vehicles (e.g., by calling public safety, use of a shuttle van, etc.).

B. PPE (personal protective equipment, such as gloves) and cleaning supplies (e.g. hand sanitizer, wipes) so that they can ensure their work environment is as virus-free as possible.

C. A work area that is regularly cleaned and disinfected.

D. The authority to modify or restrict access to their work area so that they can maintain social distancing as described by the CDC (approximately 6 feet between persons).

E. A work area at least 6 feet away from any other workers.

F. Access to an on-site supervisor (for GEO, CSU, and PSU workers only).

G. A process, including union representation, by which they can appeal the determination that they must work on campus.

H. Appropriate security passes, badges, and classifications for their place of work at all times.

4. The University agrees, as feasible, to implement a rotating schedule for any employees required to work on campus to ease the burden of being on-site. 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 fully paid and benefited without using any of their earned time. The Unions will be notified of rotation of employees and any changes in the rotation plans.

5. Each union will be provided with a list of all bargaining unit members deemed to be essential personnel, and rationale for such designation, within 24 hours of the

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determination being made. Any employee can appeal their designation as essential to HR, with the union present.

6. Employees working from home should be provided with the equipment and services needed to work from home, including internet access or telephony. Bargaining unit members working from home who are not provided with remote work or necessary equipment or services to perform that work by their supervisor shall remain fully paid and benefited, without using any of their own earned time. Support will be provided to employees to help those who seek assistance with managing work-life balance while working from home.

7. The University will not create any new performance assessment tools or metrics. Supervisors will continue to track work progress and report hours to senior management using previously established methods. During this emergency situation, usual workloads and expectations should be reduced. Supervisors will communicate reasonable accommodation parameters for remote work, including how hours are reported, work is assigned, overtime and comp time are approved, and work product is delivered.

8. Employees will be required to stay home and self-quarantine under the following circumstances:

A. They have been exposed to another person who has a confirmed case of COVID-19 or who is symptomatic (e.g. fever, dry cough, shortness of breath, tiredness, or other as described by CDC guidelines)

B. They have an immediate family member/housemate who has been exposed to another person who has a confirmed case of COVID-19 or who is symptomatic

C. They themselves, or an immediate family member/housemate are displaying symptoms or have a confirmed case of COVID-19

D. They have school-aged dependents whose school has been closed due to COVID-19

E. They fall under a self-quarantining order issued by a physician, Commonwealth of MA, CDC, or public health agency.

9. Any employee required to self-quarantine will not be required to work, but will remain on payroll with full benefits, and without use of their own earned leave time.

10. Employees are not required to provide medical documentation of their health status. During this health crisis physicians and medical professionals are overwhelmed

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and recommending people, even with symptoms, stay home and do not come in to slow the spread of COVID-19.

11. No costs incurred due to University decisions shall be borne by the employee (e.g. travel cancellations or requirements to purchase supplies to enable working from home).

12. Parking pass deductions will cease effective March 15 2020 for employees and students. The University shall ensure that all requests to cancel deductions for MBTA/Commuter Rail passes shall be honored.

13. If at any time the University decides to close the campus, no non-essential employees will be required to work remotely.

14. The University will hold thrice-weekly briefings to which all unions are invited, which will include updates on confirmed cases of COVID-19 among UMB employees. The University commits to coalition bargaining prior to any changes in campus operations.

15. All deadlines for filing grievances will be suspended for the duration of this emergency.

**Employees include all bargaining unit members including graduate student employees, as well as non-unit employees, CC/03s, etc., regardless of their place of work.*

CSU & PSU Specific Proposals

1. All bargaining unit members required to report to campus shall be deemed 'essential personnel' and shall be eligible for all appropriate pay and benefits included in the appropriate CBA, including hazardous conditions pay.
2. All probationary employees will be provided with clear assessments of their work performance throughout this period. If concerns are raised about their performance, their probationary periods may be extended by mutual agreement.
3. Annual evaluations will be suspended until the end of this emergency.

DCU Specific Proposals

- We sign on to all FSU proposals
- The University shall push Administrative deadlines forward to allow Chairs to conduct department affairs effectively while also meeting COVID-related demands and requests.. Updated Comprehensive Administrative deadlines shall

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be posted in one place, and each College shall provide their own in detail, as well.

- The University will not create any new performance assessment tools or metrics for Chairs to use during this emergency situation. Chairs will continue to track work progress and report hours using previously established methods. Chairs will communicate reasonable accommodation parameters for remote work, including how hours are reported, work is assigned, overtime and comp time is approved, and work product is delivered.
- The tenure clock for all pre-tenure faculty shall be paused for one academic year. Any pre-tenure faculty member who wants to retain their original tenure clock may opt out of this pause. Chairs will receive guidance on how to support and mentor TT faculty through this emergency situation and will be provided with clear and accurate information regarding expectations in FYR and Tenure reviews for pre-tenured faculty.
- Any promotion and continuing appointment decisions for faculty employed during spring 2020 shall not be negatively impacted in performance measures of the responsibility areas of teaching, research, or service for spring 2020. All promotion and continuing appointment decisions will explicitly mention the COVID-19 emergency and consequent unique campus circumstances in their evaluations.
- The University shall reserve funds in the current fiscal year earmarked to support faculty research and make it available to faculty once research can resume
- The University shall offer emotional support options to faculty, staff, and students worried about the impact of the current events and uncertainty about the future.

Student Support Issues & Proposals

- The University needs to help address access to computers or other digital learning platforms, in the midst of social distancing.
- The University needs to engage a task force to get a better understanding of what remote study means for students who do not have a space to study at their home.
- The University needs to mark all transcripts from Spring 2020 with language noting the special circumstances of the Coronavirus and explaining the pass/fail policy.
- The university needs to make provisions for feeding food-insecure students.

GEO Specific Proposals

1. The University agrees to stipulate that this health crisis will negatively impact research productivity and that the ability to fully offset these impacts is beyond

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the control of graduate students. GEO members whose duties support research activities (e.g. research assistants) shall not be held liable or blamed for any inability to achieve research project goals or funding obligations for the duration of the COVID-19 health emergency. Students who have personal research obligations as part of their degree shall be granted an extension on their 'degree statute-of-limitations' of one semester plus additional time equal to, or greater than, the duration of the COVID-19 health crisis.

2. For the duration of this health emergency; graduate students hired over the summer will be considered part of the GEO unit. This modifies the definition clause(s) to remove mention of salaried positions, enabling hourly wage employees doing the work defined in our CBA to be classified as in-unit. This provides the full rights and protections of GEO membership, including those related to this Covid Response Agreement and the CAPS tuition MOA. Dues will be paid over the summer. Current GEO members who have been promised, offered, or accepted work from the university over the summer semester; or, have positions which normally carry on through the summer semester; or, who normally transition job titles but maintain employment (e.g. from teaching to research) during the summer semester, shall be covered by this agreement, such that they have the same guarantees of employment and support described above as if they had not shifted roles.
3. No GEO member in the 2019-2020 academic year will face increased tuition costs related to the shifting of classes to an online modality in response to the Covid-19 health emergency. The CAPS Tuition agreement shall be extended through the 2021-2022 academic year.

FSU Specific Proposals

The FSU believes, as the foundation for our proposals as well as in service to the greater economic and physical health of the campus and its employees, that

- The Commonwealth must commit sufficient state funds to ensure that the UMass system is sustainable through the 2020-21 academic year.
 - The UMass Board of Trustees must grant UMass Boston a reprieve from its requirement that we achieve a 2% operating margin--or even a 0% operating margin--for fiscal year 2020-21.
1. These proposals shall not set precedent for "normal" operations during non-emergency, non-COVID-19 circumstances. The fact that faculty converted face-to-face courses to online courses in Spring 2020 is the result of an emergency

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set of circumstances and shall not be taken as setting any precedent or requirement for faculty offering face-to-face courses in online format in the future.

2. No layoffs or loss of jobs through the 2020-2021 academic year.
3. Teaching evaluations for Spring 2020 may not be used to support negative evaluations of faculty performance for purposes of re-appointment, promotion, or annual faculty report evaluations (e.g., AFR comments from Deans or Department Chairs, merit awards).
4. Faculty who paid for conference travel through the end of fiscal year 2020 and are unable to get reimbursed for cancellation of these plans will be reimbursed by the university via their collectively bargained \$1000 FSU travel fund.
5. The university shall establish a Special Research Fund to reimburse faculty for any loss of research materials or resources due to COVID-19 social distancing measures.
6. Expiration dates for any and all active or ongoing internal university research grants shall be extended one academic year. All start-up fund deadlines shall be extended by 1 academic year.
7. The tenure clock for all pre-tenure faculty shall be paused for one academic year. However, any pre-tenure faculty member who wants to retain their original tenure clock may opt out of this pause.
8. Any promotion and continuing appointment decisions for faculty employed during Spring 2020 shall not be negatively impacted in performance measures of the responsibility areas of teaching, research, or service for Spring 2020. All promotion and continuing appointment decisions will explicitly mention the COVID-19 emergency and consequent unique campus circumstances in their evaluations.