

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is by and between the University of Massachusetts Dartmouth (University) and AFSCME, AFT/Maintainers, Educational Services Union, American Federation of Teachers Local 1895, AFL-CIO Faculty Federation and IBPO (Unions) (collectively, the Parties).

WHEREAS, the Parties recognize the major disruptions and impacts resulting from the COVID-19 pandemic; and

WHEREAS, the Parties wish to agree that the actions taken in response to the COVID-19 pandemic shall be considered *in extremis* and not precedent setting

NOW THEREFORE, for the mutual promises and considerations contained herein, the Parties agree as follows:

1. Upon the date of execution of this Agreement, a Campus Sick Leave Bank shall be established and shall be maintained for the benefit of all those employees of the University who shall have chosen, pursuant to the terms of this Agreement, to become a member thereof.
2. The Campus Sick Leave Bank shall be administered by a joint Union Management board consisting of six (6) people with one member from each of the campus Unions, appointed by the applicable Union President, and one (1) administrator appointed by the Chancellor. This Board shall establish applicable rules and regulations not in conflict with this Agreement.
3. Members of the Campus Sick Leave Bank shall be able to draw upon the Bank until August 31, 2021. Notwithstanding the foregoing, the term of operation of the Bank may be extended to a date certain by a unanimous vote of the Campus Sick Leave Bank Board.
4. Upon the end of the Campus Sick Leave Bank term of operation, any remaining days in the Bank shall be distributed in a manner approved by a unanimous vote of the Campus Sick Leave Bank Board.
5. From the date this agreement is executed, until close of business on February 26, 2021, an employee may become a member of the Campus Sick Leave Bank by assigning to the Bank, on or before the date on which such member is first entitled to personal sick leave, one (1) day of personal sick leave accumulation. The amount donated will be pro-rated based on part-time/full-time status.
6. No employee shall be entitled to become a member of the Campus Sick Leave Bank except as provided above.
7. Assignment by an employee of a personal sick leave day to the Bank shall be made in writing to the Assistant Vice Chancellor for Human Resources Operations. The Assistant Vice Chancellor for Human Resources Operations or designee shall maintain a register of the membership of the Campus Sick Leave Bank and of the number of sick leave days accumulated in the Bank.
8. Whenever the accumulation of sick leave days in the Campus Sick Leave Bank shall have fallen below fifty (50) days, the Assistant Vice Chancellor for Human Resources Operations shall so notify all the campus Union Presidents, in writing, and any member of the Campus Sick Leave Bank wishing to remain a member thereof shall, within fifteen (15) days after the giving of such notice, assign at least one (1) additional day of personal sick leave accumulation to the Bank; provided, however, that any member of the Sick Leave Bank wishing to remain a member thereof and who shall have exhausted personal sick leave accumulation on the date of the giving of such

notice, shall assign such additional day within fifteen (15) days after the date on which such member is next entitled to personal sick leave; and provided further that such member shall retain all rights in the Bank until such period for assigning an additional day shall have expired.

9. Any member of the Campus Sick Leave Bank shall be able to draw on the Bank for the employee's COVID-19 related qualifying reason (as described below) upon presentation of medical documentation/certification to Human Resources. Such medical documentation/certification shall be signed by a physician or similar authority, and shall set forth the nature of the employee's qualifying reason and its anticipated duration. A two-thirds (2/3) majority affirmative vote of the Campus Sick Leave Bank Board shall be required to authorize the employee to begin drawing on the Campus Sick Leave Bank. The decision of the Campus Sick Leave Bank Board, including a ruling for the partial reimbursement of the member's sick leave, shall be final and not subject to any grievance procedures.

COVID-19 qualifying reasons are as follows:

- 1) The employee is subject to a Federal, State or local quarantine or isolation order related to COVID-19;
- 2) The employee has been advised by a health care provider to self-quarantine related to COVID-19;
- 3) The employee is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
- 4) The employee is caring for an individual subject to an order described in a) or self-quarantine as described in b)
- 5) The employee is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons;
- 6) The employee is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services.

The member of the Campus Sick Leave Bank shall draw upon their personal sick leave accumulation and shall be permitted to have a negative personal sick leave accrual balance. Upon authorization by the Campus Sick Leave Bank Board, the personal sick leave accumulation shall be reimbursed from the Campus Sick Leave Bank. Reimbursement of the member's sick leave shall be 100% for qualifying reasons 1) through 4) and two-thirds (2/3) for qualifying reasons 5& 6.

10. All medical documentation shall be submitted directly to the Office of Human Resources who will maintain all documents as confidential and will provide only confirmation of eligibility status, not the medical information, to the Campus Sick Leave Bank Board and will notify the employee's supervisor and HR Business Partner of receipt of requested information.
11. After an employee has drawn on the Campus Sick Leave Bank for ten (10) working days, his/her case shall be reviewed by the Campus Sick Leave Bank Board which may, by a two-thirds (2/3) majority affirmative vote, authorize the employee to continue drawing on the Bank. This process shall be repeated after each successive period of ten (10) working days. Notwithstanding the foregoing, any employee drawing on the Campus Sick Leave Bank may at any time be disqualified from continuing to draw on the Bank by a unanimous vote of the Campus Sick Leave Bank Board. New or updated medical documentation may be required for an extension beyond the initial ten (10) days.

Signed by:

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