

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this 28th day of August, 2020 by and between the **Westwood School Committee** and the **Massachusetts Laborer's District Council, Local 272 representing Westwood Instructional Assistants**. The purpose of this Memorandum of Agreement is to address concerns involving changes in certain working conditions during the 2020-2021 School Year, brought upon by the COVID -19 Pandemic. To the extent that this memorandum does not modify the Collective Bargaining Agreement, then said Collective Bargaining Agreement shall remain in full force and effect.

NOW THEREFORE, the parties, having bargained the impact of these changes in working conditions, pursuant to Chapter 150E of the General Laws, do hereby agree to the following:

1. In accordance with the **Families First Coronavirus Response Act (FFCRA)** members of the bargaining unit shall receive two weeks (up to 80 hours) of paid sick leave at the employee's regular rate of pay where the employee is unable to work because the employee is quarantined (pursuant to Federal, State, or local government order or advice of a health care provider), and/or experiencing COVID-19 symptoms and seeking a medical diagnosis.
2. Apart from the Sick Leave allotment referenced in Section 1 above as well as all other allowances afforded under FFCRA, and notwithstanding any sick time allotments afforded under Article VIII "Sick Leave" of the Collective Bargaining Agreement, members of the bargaining unit shall receive an additional ten (10) sick days or "COVID" days, if needed, to be used exclusively and solely for the purposes of quarantining in accordance with the reasons and rationale set forth in Section 1 above.
3. "COVID" Days are only to be used for purposes quarantine with regards to COVID -19 and employees will still be required to draw from their own accumulated sick time for NON- COVID illnesses/injury or traditional **FMLA** purposes.
4. The additional ten (10) Sick or "COVID" days shall expire at the end of the 2020- 2021 School Year and shall not be subject to any carry over or accumulation allowances afforded under Article VIII "Sick Leave" of the Collective Bargaining Agreement.
5. Bargaining Unit Members, required to quarantine may, as an alternative, choose to be tested for COVID-19 and return to work immediately upon supplying the Westwood Public Schools with medical confirmation of a negative test result.
6. Bargaining Unit Members, required to quarantine may be offered an opportunity work "remotely" from home at their regular hourly and weekly pay rate in lieu of using COVID quarantine days. Requests made by an employee to work remotely while under quarantine in lieu of using COVID days shall not be unreasonably denied.
7. The parties agree that a requirement to quarantine shall not be considered an absence in the traditional sense and shall not negatively impact or count against awards provided under Article IX "Perfect Attendance Award" of the Collective Bargaining Agreement.

8. Whereas, both parties understand and acknowledge that the circumstances brought upon by the COVID -19 pandemic are fluid and ever-changing, the parties agree to maintain an open dialogue and agree to bargain in good faith any further changes in working conditions as events unfold, including but not limited to amendments or revisions to this agreement.
9. The parties agree that the terms and conditions of this agreement will be subject to the grievance and arbitration procedure outlined under Article XXVI Grievance and Arbitration of the Collective Bargaining Agreement
10. This Agreement shall not constitute a precedent for any pending or future matters between the Westwood Public Schools and the Union. It shall not be introduced into any forum, by any party for any purpose whatsoever, except for the enforcement of its terms.

WITNESS our hands and seals this 28th day of August, 2020

Westwood School Committee

Massachusetts Laborers District Council
On Behalf of Local 272 of the Laborers
International Union of North America

DocuSigned by:
Carol Lewis 8/28/2020

Carol Lewis

DocuSigned by:
Nelson Carneiro 8/28/2020

Nelson Carneiro

