

7/20/20 Covid-19 Recovery Plan Final Memorandum of Agreement

The language of any final agreement is subject to review of the final language by the Union Bargaining Committee, and ratification by the Union Members.

1. TNS's Covid-19 Recovery Plan will be in effect through AY 2020-2021, and will be extended through AY 2021-2022, if the University does not meet its fall 2021 enrollment projection (based on the total enrollment of new students and continuing students combined) as outlined in Attachment A. If the Plan is extended for AY 2021-2022, all terms contained in this Agreement will be extended, including but not limited to the provisions of Paragraph 2, except to the extent otherwise specified below. This Plan is agreed to without precedent. All provisions of the CBA will remain in effect during the term of the Covid-19 Recovery Plan except to the extent explicitly modified by this Agreement. Following the end of the Plan (in either 2021 or 2022) the terms of the Collective Bargaining Agreement (CBA) shall revert to what they were prior to the Plan being adopted.

2. Parties will agree to extend the current CBA through AY 2020-2021, and through AY 2021-2022 if the COVID-19 Recovery Plan is still in effect in accordance with Paragraph One above. Once the Covid-19 Recovery Plan ends, in accordance with this Agreement (in either 2021 or 2022), if a successor CBA has not been negotiated and ratified, the current CBA will be extended for an additional three (3) months while the parties continue negotiations on a successor CBA.

3. During the University's Covid-19 Recovery Plan period, Faculty may decline teaching assignments with no base load penalties.

4. During the University's Covid-19 Recovery Plan period, failure by the University to assign Faculty courses will not count towards permanent base load reduction; or towards 3-year elimination of Faculty base loads. All existing Faculty base loads for fall, spring, and summer will be restored at the end of AY 2020-2021 or 2021-2022, as relevant, to what they were at the end of the AY 2019-2020.

5. The University will inform the Union as soon as possible, as to the date for issuance of appointment letters. The University will notify the PTF two weeks before sending appointment letters. Upon receipt of actual appointment letters in MyDay, Faculty will have 15 days to acknowledge, and accept appointment letters. Failure to timely accept assignments in MyDay will be considered a decline.

A. Fall-only 2020 appointment letters will be issued on August 1st for all PTF.

B. Spring-only 2021 appointment letters will be issued on December 15th for all PTF.

6. The time for the University to meet base loads will be extended for entire AY 2020-2021, however defined, (fall, spring, winter and summer). The time for the University to meet summer base loads will be extended over the AY, however defined, while the Recovery Plan is in effect.

7. During AY 2020-2021 “income base loads” will be based on a preservation of a Faculty member’s individual gross salary from teaching courses assigned to meet baseload in AY 2019-2020, (for purposes of this paragraph, defined as summer 2019, fall 2019, and spring 2020), including any related cancellation or baseload reductions fees, instead of being based on the Faculty member’s base load hours. Income preservation can be maintained with teaching and additional duties. Income base load remedies will be paid in accordance with percentages for Base Load Reduction Fees, as set forth in Article XIII of the CBA, for failure by the University to meet Faculty income base loads.

8. Article XXVIII (C) is suspended while this Recovery Plan is in effect and Faculty assigned to teach in AY 2020-21 must complete the University’s online training by Distributed Education for creating/delivering courses on Canvass online. Within 30 days of successful completion, Faculty will receive a fee of \$200 and, where requested, a certificate indicating successful completion of the training. The University will continue to provide full technical support to PTF who are teaching online and/or using blended and/or hybrid formats.

9. PTF whose annualized earnings exceed \$75K will be subject to a reduction in rate, set forth in President McBride’s 4/24/20 email. Faculty earning between \$75,000 and \$150,000 per year: 3%; Faculty earning above \$150,001 per year: 6%. Union Leave funds paid to Faculty are exempt from this provision. No Annual Wage Increase for the 2019-2020 AY and while the Recovery Plan is in effect.

10. The University will pay no pension contributions from September 1, 2020 through August 31, 2021. The University will accommodate Faculty access to their TIAA pension funds, in accordance with applicable laws.

11. All faculty who meet the eligibility requirements per Article XXIX of the CBA may enroll in the University’s medical and dental plans (“health care benefits”), as outlined in the CBA. The University will continue health care benefits for Annual, Multi-year, and Grand-parented Faculty who were enrolled during AY 2019/2020 even if they do not meet eligibility based on assignments offered in AY 2020/2021 as outlined below.

- a. The University will provide timely notice to Faculty who were eligible for health benefits in AY 2019-2020 of their eligibility and non-eligibility based on assignments and/or tentative assignments for AY 2020-2021.
- b. All newly enrolled PTF participants in the plans will be required to meet the contractual eligibility as outlined in Article XXIX of the CBA.
- c. For the purposes of health care eligibility, the University will use Fall appointments confirmed by appointment letter and Spring tentative assignments. If a course or courses assigned, or tentatively assigned, for either semester, cancels for low enrollment, that shall not affect eligibility.

- d. Probationary and Post-Probationary Faculty who do not satisfy the contractual eligibility requirements for coverage commencing in the Fall, based on Fall appointments (and Spring Tentative Assignments for Post-Probationary Faculty) will be deemed ineligible for coverage for the Spring 2021 semester, unless they meet eligibility requirements based on their subsequent Spring Appointment letters.

- e. Annual, Multi-Year and Grand-parented faculty who were enrolled in the University healthcare plans during AY 2019-2020, and who would not be eligible, based on fall 2020 appointments and spring 2021 tentative assignments, may continue to be enrolled in their healthcare plans, subject to advanced monthly payments of the entire premium (Employee + University shares). Annual, Multi-Year, and Grand-parented faculty who are deemed eligible for continued coverage based on fall 2020 appointments and spring 2021 tentative assignments, but whose Spring 2021 appointment letters do not confirm Spring 2021 tentative assignments, and who as a result, do not satisfy the contractual eligibility requirements (based on actual fall and/or spring assignments, may continue to be enrolled in their healthcare plans, subject to advanced monthly payments of the entire premium (Employee + University shares).

Attachment A

	In-Coming Students (new)	Continuing Students	
Projected Fall 2021	3366	6545	9,911 (total)
Fall 2019	3278	6999	
Fall 2020	3394	6694	