

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is by and between the Board of Higher Education on behalf of the Massachusetts State Universities (the University) and the American Federation of State and County and Municipal Employees, Council 93, Local 1067 (the Union) (collectively, the Parties).

WHEREAS, the Parties agree that preventing the transmission of COVID-19 on the University campuses would ensure the safest possible working environment for all faculty, staff and students; the importance of fully vaccinating the population against COVID-19 cannot be overstated, and

WHEREAS, the Parties recognize that the COVID-19 vaccines are now readily available at no cost to all, and

WHEREAS, the Parties agree that this mandate is solely related to the COVID-19 pandemic and does not set precedent.

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

1. The Union's unit members are required to receive a dose of FDA approved or emergency use authorized COVID-19 vaccine no later than two (2) weeks after this agreement is executed and a second dose, if required as part of the vaccine regimen they choose, within four (4) weeks of the first dose. If a single approved booster dose is recommended by the Centers for Disease Control (CDC), employees shall comply with the recommendation. If the CDC recommends an additional or different booster protocol than is in existence on the date of execution of this Agreement, the parties shall resume their negotiations to consider the protocol. Unit members may use the paid COVID leave provisions, to the extent available, to take time to become vaccinated as well as to recover from any side effects for a maximum of two days. Unit members in the workplace who are not fully vaccinated (two weeks have passed since their final dose) are required to wear face coverings in accordance with the executed Mask Mandate MOA. On or after June 1, 2022, the parties shall meet to discuss modification or termination of this Agreement.
2. Unit members will be required to provide verification of vaccination consistent with university policy and this memorandum of Agreement. The University may download vaccination status of employees from the Massachusetts Immunization Information Database (MIIS) launched by the Massachusetts Department of Public Health Immunization Division.
3. Unit members may request exemption from this vaccination requirement for sincerely held religious or medical exemptions by completing the appropriate [Exemption](#) form and providing it with substantiating information to the university Human Resources Office or the office designated by each university.
 - A. Employees seeking exemption due to a sincerely held religious belief must attest that the COVID-19 vaccination conflicts with their sincerely held religious beliefs. The university shall require the unit member to provide a statement describing the religious beliefs and why receiving the vaccine interferes with these beliefs. Departments reviewing such request will follow the appropriate federal or state guidelines.

- B. Employees seeking exemption from the vaccination requirement due to medical reasons shall provide an attestation from a licensed health care provider that describes the basis for the opinion that the employee cannot safely receive the vaccine. Unit members receiving a medical exemption from vaccination shall work with the university's ADA Coordinator through the interactive process, should a reasonable accommodation be necessary to perform the essential functions of the unit member's position. The University reserves the right to request appropriate documentation to support such requests.
4. Unit members who receive exemption from the mandatory vaccination requirement shall be required to wear masks in accordance with the executed Mask Mandate MOA and be subject to weekly mandatory testing and the employer will make all reasonable efforts to accommodate testing during a member's working hours. Members will not be required to use their accrued time if tested on campus with appropriate notification to their supervisor. Each week they are on campus, exempt unit members shall either (1) provide documentary proof of a negative test result obtained within the previous 48 hours, or (2) be tested on campus and the results reported to the office designated by each university. Unit members who test positive for COVID-19 shall work with the university to determine when it would be appropriate to return to the workplace, as informed by guidance from the CDC or Massachusetts Department of Public Health. In such cases, unit members shall be required to use accrued sick, personal, compensatory or vacation leave, or take an unpaid leave of absence until they are permitted to work on campus. Unit members will be permitted to use COVID-19 temporary emergency paid sick leave, should such leave be available. No member of the bargaining unit shall be subject to disciplinary action for reasonable and appropriate approved time off taken to conduct COVID-19 testing as part of their compliance with the approved exemption protocols.
 5. Unit members who refuse vaccination without an exemption and unit members with an exemption who refuse to abide by paragraph 4, above, are not permitted to work or be on campus. They may use accrued personal, compensatory or vacation time, or be placed on unpaid leave, for a period of no longer than six months. Employees placed on a leave of absence shall:
 - Retain years of service as it exists prior to the leave for all contractual purposes
 - Retain Group Health Insurance (GIC) coverage as determined by GIC

Any disciplinary action imposed upon a unit member for violation of this memorandum shall be subject to Article 28 of the Parties' collective bargaining agreement.

6. Unit members agree that they shall participate, if requested to do so, in random selection COVID-19 testing and the employer will make all reasonable efforts to accommodate testing during a member's working hours. Members will not be required to use their accrued time for employer mandated testing.
7. Unit members who test positive for COVID-19 and/or are required to quarantine shall isolate and may work remotely if they are medically able and their job permits. The unit members shall work with the university's Human Resources department to determine when it would be appropriate to return to the workplace, as informed by guidance from the CDC or Massachusetts Department of Health. In such cases, unit members who are unable to work shall be required to use accrued sick, personal, compensatory or vacation leave, apply for extended sick leave in accordance with Article 12, if applicable or take an unpaid leave of absence until they are permitted to work on campus. Unit members will be permitted to use COVID-19 temporary emergency paid sick leave, should such leave be available.

8. Employees required to have weekly testing agree to provide the results of each test to the Office of Human Resources every week. The parties recognize that testing information and test results are confidential, private, and shared only on a need-to-know basis according to relevant personnel record and public health protocols. The results of these tests shall be maintained by Office of Human Resources. Supervisors shall be made aware that an individual is exempt from the vaccination requirement (but not told why the exemption is in place) in order to enforce any face covering, location or other limitations that may be in effect.
9. Unit members, who are approved and able to work remotely, will not be required to be on campus from December 27, 2021, through December 30, 2021, but they shall satisfy the minimum expectations of their positions. If a unit member is unable to work remotely as determined by the University, the unit member, if vaccinated prior to the date of this agreement or who receives the required vaccination pursuant to this agreement, shall be provided with one additional Compensatory day to be used within sixty (60) days after January 1, 2022. If the compensatory day is not used within the sixty (60) days it shall be forfeited. There shall be no cash payout of the comp day for any purpose.
10. This agreement shall constitute full agreement by the parties and shall only be modified by subsequent agreement in writing.

WHEREFORE the Parties hereto hereunder set their signs and seals as follows:

BOARD OF HIGHER EDUCATION

AFSCME Council 93, Local 1067

By: Michael J. Murray
Michael J. Murray, Esq.
Director of Employee and Labor Relations
Date: September 1, 2021

By: Kimberly Sylvia
Name: Kimberly Sylvia
Title: Coordinator of Higher Education
Date: September 1, 2021

By: Thomasine Corbett
Name: Thomasine Corbett
Title: President, Local 1067
Date: September 1, 2021

State Universities of Massachusetts
Vaccination Attestation

Pursuant to Memorandum of Agreement dated _____, I attest the following:

- I have been vaccinated against COVID-19
- I have provided my vaccination certificate to the _____
- My vaccination certificate is attached

OR

- I am seeking an exception for the following reason(s):
 - Medical
 - I have provided a letter and application for exemption from a healthcare provider to the Office of Human Resources or the responsible office to support my requested exemption
 - I have attached a letter from a healthcare provider to support my requested exemption
 - Religious
 - I have provided a statement of my religious beliefs or practices and how they are inconsistent with a COVID-19 vaccination to the Office of Human Resources
 - I have attached a statement of my religious beliefs or practices and how they are inconsistent with a COVID-19 vaccination to support my requested exemption

I understand that, if the University grants me an exemption, I will be required to wear a face covering in all indoor public spaces, including classrooms and be tested each week and will submit my test results to the Office of Human Resources at the start of each work week.

I further understand that my failing comply with the vaccination requirement or, if exempted, my failing to submit a weekly COVID-19 test may result in my being placed on involuntary leave of absence and jeopardize my continued employment.

Name (print) _____

Signature: _____