

Proposed Memorandum of Agreement

This Memorandum of Agreement is by and between the Board of Higher Education on behalf of the Massachusetts State Universities (the “Universities”) and the Massachusetts State College Association’s/MTA/NEA Division of Graduate and Continuing Education (the “Association”) (collectively, the “Parties”).

WHEREAS, the Parties agree that preventing the transmission of COVID-19 on the Massachusetts State University campuses will ensure the safest working environment for all members of the community; and

WHEREAS, the Parties recognize that the COVID-19 vaccines are now readily available at no cost to all and the Parties agree as to the importance of fully vaccinating the population against COVID-19 cannot be overstated;

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

Unit members are required to receive a dose of U. S. Food and Drug Administration (FDA) or World Health Organization (WHO) authorized COVID-19 vaccine by September ~~201~~, 2021 and a second dose, if required, as part of the vaccine regimen they have selected, by October ~~201~~, 2021. Unit members who exclusively provide remote instruction and will not be on campus will not be required to comply with this policy. Unit members not reporting to campus on or before ~~the date of execution of this agreement, September 1, 2021, due to an authorized leave and part-time including~~ faculty who are scheduled by the university to teach remotely and are not required to have an on-campus presence, shall be required to be fully vaccinated prior to returning to campus; ~~those unit members who due to such leave have not been vaccinated shall not be permitted on campus.~~ Unit members who are not fully vaccinated (that is, two weeks have not elapsed since their final dose) are required to wear a mask in compliance with Center for Disease Control (CDC) guidelines. A unit member may request an accommodation to wear an alternative face covering.

Unit members will be required to provide verification of vaccination consistent with the policy of their university. Any changes to these policies are subject to impact bargaining negotiations. The university may download the vaccination status of unit members from the Massachusetts Immunization Information Database (MIIS) launched by the Massachusetts Department of Public Health Immunization Division.

Unit members may seek exemption from this vaccination requirement for medical or religious reasons by completing the appropriate form and providing it, together with substantiating information, to the university Human Resources Office or the office designated by each university. Unit members seeking exemption due to a sincerely held religious belief must attest that the COVID-19 vaccination conflicts with such religious beliefs. The university shall require the unit member to provide a statement describing the religious belief and why receiving any COVID-19 vaccine interferes with this belief. Unit members 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 unit member cannot safely receive any COVID-19 vaccine.

Unit members who receive exemption from the mandatory vaccination requirement shall be required to wear masks at all times on campus and shall be subject to weekly mandatory testing. On their first presence on campus, exempt unit members shall either (i) provide documentary proof of a negative test result obtained within the previous forty-eight (48) hours, or (ii) be tested on campus and report the test result to the university Human Resources Office or the office designated by each university.

Unit members who test positive for COVID-19, whether vaccinated or not, shall isolate according to CDC guidelines. In such cases, unit members who are unable to work shall be ~~allowed~~required to use any sick leave available to them~~accrued sick, personal, or vacation (librarians) leave~~, or to 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. Unit members who test positive and do not exhibit symptoms of COVID-19, and who are able to work, shall work remotely during such isolation period.

Unit members who qualify for a medical exemption and who are seeking an accommodation beyond the exemption and accompanying mask and testing requirement, may request such accommodation through the university's ADA process. Unit members with a sincerely held religious belief and who are seeking an accommodation beyond the exemption and accompanying mask and testing requirement, may submit this request to the Office of Human Resources or the office designated by each university.

Asymptomatic testing shall be made available not more than one (1) time per week to all unit members free of charge. If mandatory surveillance testing is conducted, unit members shall comply with such testing.

Unit members who refuse vaccination without an exemption shall not be permitted to work and shall not be paid,~~except as provided in this paragraph. Librarians may use accrued vacation time, or be placed on unpaid leave, for a period of no longer than one-half (1/2) year. Full-time and salaried part-time faculty members shall be placed on unpaid leave of absence for a period of no longer than one (1) semester.~~ The employment of DGCE~~part-time~~ faculty members shall be terminated.~~A unit member on an unpaid leave for these purposes shall not have access to the university's facilities, including their office, and shall not be permitted on campus.~~

All vaccine status and testing results will be reported to and held by a University's Human Resources Office, or a designated office. The parties recognize that vaccine and testing information and test results are confidential, private, and shall be shared only on a need-to-know basis according to relevant employment and public health protocols.

If state or federal vaccination or record keeping requirements change in a manner more stringent than what is outlined in this agreement, the parties shall initiate impact bargaining over said changes.

The University shall comply with Massachusetts COVID-19 Emergency Paid Sick Leave, to the extent it is available. Unit members shall also be permitted to use ~~their own accrued~~ sick leave available to them for incapacitation or side effects due to receiving a COVID-19 vaccination.

If a booster dose of a COVID-19 vaccine is recommended by the Centers for Disease Control and Prevention (CDC) or the Massachusetts Department of Public Health (MA DPH), unit members who have received that vaccine shall comply with said recommendation.

~~In consideration of the foregoing vaccination requirements, unit members shall not be required to be on campus from December 27, 2021 through December 31, 2021, but they shall be expected to perform the expectations of their position.~~

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

BOARD OF HIGHER EDUCATION

MASSACHUSETTS TEACHERS
ASSOCIATION/MSCA

By: _____
Thomas Simard
Deputy Commissioner for Administration and Finance
Massachusetts Department of Higher Education

By: _____
Christopher J. O'Donnell
President
Massachusetts State College Association

Date: _____

Date: _____

By: _____
James F. Birge, Chair
Council of Presidents

By: _____
Irina Seceleanu, Chair
MSCA DGCE Bargaining Team

Date: _____

Date: _____