

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/MTA/NEA (the “Association”) (collectively, the “Parties”).

WHEREAS, on August 26, 2021, the Parties entered into an agreement regarding COVID-19 vaccinations for “day” bargaining unit members and, on October 27, 2021, for Division of Graduate and Continuing Education bargaining unit members; and

WHEREAS, the Parties continue to believe that the commitment of each member of the State University communities to keeping their COVID-19 vaccination status up to date is the most important means of ensuring that campuses are safe and healthy; and

WHEREAS, the Parties met to discuss and modify the aforementioned August 26, 2021 and October 27, 2021 agreements;

NOW THEREFORE, the Parties agree as follows:

1. Unit members are required to have received a U. S. Food and Drug Administration (FDA) or World Health Organization (WHO) authorized COVID-19 vaccine, including a second dose if required as part of the vaccine regimen they have selected. Members of the part-time faculty who teach fully remotely and have no obligations on campus shall not be subject to this requirement; such unit members shall not be permitted to enter the campus if they have not received a COVID-19 vaccine pursuant to this Agreement.
2. If they have not already done so, unit members shall be required to provide verification of vaccination consistent with the policy of their State University. Any changes to these policies are subject to impact bargaining negotiations. A State University may download the vaccination status of unit members from the Massachusetts Immunization Information Database (MIIS) maintained by the Massachusetts Department of Public Health Immunization Division. The Parties agree that unit members are strongly encouraged to adhere to the appropriate guidance regarding COVID-19 boosters. Should circumstances change that would result in the need for any State University to implement a requirement that unit members receive COVID-19 boosters, including, but not limited to, a booster requirement imposed by federal, state, or local law, the State Universities shall have discretion to take appropriate action. A State University shall provide five (5) days’ notice of any such change to MSCA unit members and the Union.
3. 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 their respective State University’s human resources department or the office designated by each State 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 State 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.
4. Unit members who receive an exemption from the mandatory vaccination requirement in accordance with this Agreement will be expected to take a self-administered test weekly. To this end, the State Universities will make self-administered tests available for any exempt unit member who seeks one.

5. Unit members are strongly encouraged to test at the start of the academic year, and State Universities will make self-administered tests available for any unit member who seeks a test for this purpose.

6. Unit members who test positive for COVID-19, whether vaccinated or not, shall inform their State University's human resources department of their positive test and work with the human resources department regarding quarantine or isolation as necessary and to determine when it would be appropriate to return to the workplace

7. Unit members who are not vaccinated or exempt from the vaccination requirement pursuant to this Agreement 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 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.

8. All vaccine status and testing results shall be reported to and held by office as the State University shall designate. 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.

9. This Agreement shall constitute the full agreement between the Parties regarding the State Universities' discretion to implement a COVID-19 vaccination policy and shall only be modified by subsequent agreement in writing. This Agreement shall terminate on June 30, 2023.

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

BOARD OF HIGHER EDUCATION

MASSACHUSETTS TEACHERS
ASSOCIATION/MSCA

By: _____
Michael Murray
Director of Employee and Labor Relations
Massachusetts Department of Higher Education
Date: _____

By: _____
Maria Hegbloom
President
Massachusetts State College Association
Date: _____

By: _____
John D. Keenan
Chair
Council of Presidents
Date: _____