

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 Association of Professional Administrators, MTA/NEA (the Association) (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. Association unit members are required to receive a dose of FDA 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 Aug. 23, 2021 negotiation to consider the protocol. Unit members in the workplace who are not fully vaccinated (two weeks have passed since their final dose) are required to wear face coverings at all times (including outdoors on campus and in the unit member's office or work area) while on campus. 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. Any changes to these policies are subject to bargaining. 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 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.
 - 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.

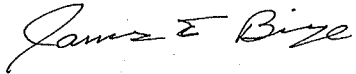
4. Unit members who receive exemption from the mandatory vaccination requirement shall be required to wear masks at all times on campus and be subject to weekly mandatory testing. Each week they are on campus, exempt unit members shall either (1) provide documentary proof of a negative test result obtained 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, 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.
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 vacation time, or be placed on unpaid leave, for a period of no longer than six months. Any disciplinary action imposed upon a unit member for violation of this memorandum shall be subject to Article VIII of the APA Agreement.
6. Unit members agree that they shall participate, if requested to do so, in random selection COVID-19 testing.
7. Unit members who test positive for COVID-19 shall isolate and may work remotely if they are able. 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, 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.
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. In consideration of the foregoing, and unless necessary for business continuity, unit members will not be required to be on campus from December 27, 2021, through December 31, 2021, but they shall satisfy the minimum expectations of their positions.

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

By: 
Michael J. Murray, Esq.
Director of Employee and Labor Relations
Date: 8-24-21

By: 
James F Birge
Chair, Council of Presidents
Date: August 24, 2021

ASSOCIATION OF PROFESSIONAL ADMINISTRATORS

By: 
Sherry Horeanopoulos
President, Association of Professional Administrators
Date: _____

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: _____