

Memorandum of Agreement

Covid Vaccinations Series

This memorandum of agreement is entered into this 6th day of August, 2021, by the University of Massachusetts Amherst (University) and the Massachusetts Society of Professors (MSP), known collectively as the parties, as follows:

WHEREAS, The University and Union are faced with an unprecedented public health and safety emergency; and

WHEREAS, The parties are desirous of reaching an agreement that will address working conditions including employee health and safety concerns as the campus returns to full student capacity in Fall, 2021; and

WHEREAS, The parties have mutually committed to continue to support each other, maintain a collaborative relationship, and meet the needs of the campus community in the least disruptive manner possible;

1. The parties agree to continue the terms of the parties' collective bargaining agreement and the Fall 2021 reopening agreement related to health and safety, to the extent that they are not modified by this agreement. The parties agree to continue regular joint labor-management discussions through the fall term as health and safety issues arise.
2. Employees are required to receive a dose of COVID-19 vaccine by August 16, 2021 and a second dose, if required as part of the vaccine regimen they choose, by September 16, 2021. Employees not reporting to campus on or before September 1, 2021 due to authorized leave shall be required to be vaccinated prior to return to campus. Employees who are not fully vaccinated (two weeks have passed since their final dose) are required to wear masks while on campus. If a booster dose is recommended by the Center for Disease Control (CDC) or the Massachusetts Department of Public Health (MA DPH), employees shall comply with the recommendation.
3. The university will track employees' vaccination status. The university may request proof of an employee's vaccination status as well as download vaccination status of employees from the MA DPH database. Employees who received their vaccination outside of Massachusetts will provide proof of their vaccination status through a means determined by the university. If state or federal vaccination requirements change in a manner more stringent than what is outlined in this agreement, the parties will initiate impact bargaining over said changes. Any requests for religious exemptions to the vaccination requirement shall be made to HR. Medical exemptions will follow the university process for ADA requests. The University reserves the right to request appropriate documentation to support such requests. Employees exempted from the vaccination requirement pursuant to Paragraph 4 shall be required to wear masks and otherwise be subject to mandatory testing as recommended by public health officials. The results of these tests will be maintained by UHS and only shared on a need to know basis. 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 mask requirements that may be in effect. Asymptomatic surveillance testing shall be made available to employees as recommended by public health officials. Tests performed at the University (symptomatic and asymptomatic) will be billed to the appropriate insurance carrier with no out-of-pocket cost to the employee. The parties recognize that testing information and test results are confidential, private, and shared on a need to know basis according to

relevant public health protocols. Employees who refuse vaccination without an exemption as listed in paragraph 4 above are not permitted to work. Those employees may use accrued vacation time or be placed on unpaid leave for a period of no longer than one (1) year.

4. In consideration for the actions listed in paragraphs 2, 3 and 4 the University will consider the days of December 27 and 28, 2021 as additional Campus Closure days. Employees who perform duties on those days shall be compensated as they would be for the days of December 29 and 30, 2021.
5. The University shall provide two additional sick days for any unit member who receives a vaccine and who are incapacitated as a result. This provision shall expire effective September 30, 2021.
6. This agreement shall constitute full agreement by the parties and shall only be modified by subsequent agreement in writing.

FOR MSP

Michelle A. Gallagher 8/6/2021

Michelle Gallagher, MSP Consultant and Chief Negotiator

FOR THE UNIVERSITY OF MASSACHUSETTS-AMHERST

DocuSigned by:
Michael Eagen 8/6/2021

Michael Eagen, Associate Provost for Academic Personnel and Chief Negotiator